

# HOW TO...

# RENT

The checklist for  
renting in England



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**Please be aware that some advice in this guide may be affected by the latest coronavirus (COVID-19) guidance for renting.**

**Please refer to guidance for landlords, tenants and local authorities reflecting the current COVID-19 outbreak.**

The landlord, or the letting agent, should give the current version of this guide to the tenant when a new assured shorthold tenancy starts. There is no requirement for a landlord to provide the document again if the assured shorthold tenancy is renewed, unless the document has been updated.

## Who is this guide for?



This guide is for people who are renting a home privately under an assured shorthold tenancy, either direct from a landlord or through a letting agency. Most of it will equally apply if you are in a shared property but in certain cases, [your rights and responsibilities will vary](#).

The guide does not cover [lodgers](#) (people who live with their landlord) or people with [licences](#) (such as many property guardians – see this [specific guidance](#)) – nor tenants where the property is not their main or only home.

# 1. Assured shorthold tenancies

When you enter an [assured shorthold tenancy](#) – the most common type – you are entering into a contractual arrangement.

This gives you some important rights as well as some responsibilities.

This guide will help you to understand what your rights are, what responsibilities you have and what questions to ask.

This will help you create a positive relationship with your landlord, but will also tell you how to get help if things go wrong.

Take your time to read documents and contracts carefully. When you rent a home, people sometimes expect you to make a quick decision, or to sign documents before you've had time to think about them.

You shouldn't feel forced into a decision and it is important to understand the terms and conditions of any contract you are agreeing to before you sign it.

Your landlord must provide you with a copy of this guide, so **use the checklist and keep it safe** to protect yourself from problems at every stage.



## 2. Before you start

### Key questions

- ❑ **Is the landlord or letting agent trying to charge any fees?** For example, for holding the property, viewing the property or setting up a tenancy agreement? Since 1 June 2019, most fees charged in connection with a tenancy are banned. A charge to reserve a property is permitted but it must be refundable and it cannot equate to more than 1 weeks' rent. Viewing fees and tenancy set-up fees are not allowed. See ['Permitted fees'](#) below for more details.
- ❑ **How much is the deposit?** Since 1 June 2019, there has also been a cap on the deposit that the tenant is required to pay at the start of the tenancy. If the total annual rent is less than £50,000, the maximum deposit is 5 weeks' rent. If the annual rent is £50,000 or above, the maximum deposit is 6 weeks' rent. The deposit must be refundable at the end of the tenancy, usually subject to the rent being paid and the property being returned in good condition, and it must be 'protected' during the tenancy. See ['Deposit protection'](#) below.
- ❑ **How long do you want the tenancy for?** The landlord must allow you to stay in the property for a minimum of 6 months. Most landlords offer tenancies for a fixed term of 6 or 12 months. However, it is possible to negotiate a longer tenancy. Alternatively, you could agree to a tenancy which rolls over on a weekly or monthly basis. These tenancies have no fixed end date, but the landlord must allow you to stay in the property for at least 6 months.
- ❑ **What can you afford?** Think about how much rent [you can afford to pay](#): 35% of your take-home pay is the most that many people can afford, but this depends on what your other outgoings are (for example, whether you have children).
- ❑ **Are you are entitled to Housing Benefit or Universal Credit?** If so, you may get help with all or part of your rent. If you are renting from a private landlord you may receive up to the Local Housing Allowance (LHA) rate to cover or help with the cost of rent. Check with this [online calculator](#) to see if you can afford to live in the area you want. You should also look at this advice about [managing rent payments on Universal Credit](#).
- ❑ **Which area you would like to live in and how you are going to look for a rented home?** The larger the area where you are prepared to look, the better the chance of finding the right home for you.
- ❑ **Do you have your documents ready?** Landlords and agents will want to confirm your identity, [immigration status](#), credit history and possibly employment status.
- ❑ **Do you have the right to rent property?** Landlords in England must check that all people aged 18 or over, living in their property as their only or main home have the right to rent. Landlords must carry out this check before the start date of your tenancy agreement. There are two types of right to rent checks; a manual document-based check or a check via the Home Office online checking service. Your landlord can't insist which option you choose but not everyone can use the online service.  
  
Further information on how to prove your right to rent to a landlord can be found on [GOV.UK](#).
- ❑ **Will you need a rent guarantor?** Some landlords might ask someone to [guarantee your rent](#). If you don't have a guarantor, you can ask [Shelter](#) for advice.

## Ways to rent a property

### Direct from the landlord

- ☐ Look for landlords who belong to an [accreditation scheme](#). Accreditation schemes provide training and support to landlords in fulfilling their legal and ethical responsibilities. Your [local authority](#) can advise you about accreditation schemes operating in your area. The [National Residential Landlords Association](#) and the [Guild of Residential Landlords](#) run national schemes.

### Through a letting agent

- ☐ Letting agents must be a member of a redress scheme. You should check which [independent redress scheme](#) the agent is a member of in case you have an unresolved dispute.
- ☐ If they receive money from you such as rent payments, you should also check they are a member of a client money protection scheme. See a [list of approved schemes](#). By law, this information should also be clearly visible to you at the agent's premises and on their website.
- ☐ Reputable agents are often accredited through a professional body such as [ARLA](#), [Propertymark](#), [GPP](#), [Safeagent](#), [RICS](#) or [UKALA](#).



### Watch out for scams!

Be clear who you are handing money over to, and why.



## 3. Looking for your new home

### Things to check

- ☐ **Deposit cap.** Check that the tenancy deposit you're being asked for is not more than 5 weeks' worth of rent (where annual rent is less than £50,000) or 6 weeks' rent (where annual rent is more than £50,000).
- ☐ **Deposit protection.** If the landlord asks for a deposit, check that it will be protected in a [government approved scheme](#). Some schemes hold the money, and some insure it. You may be able to access a [bond or guarantee scheme](#) that will help you put the deposit together. Contact your local authority for advice.
- ☐ **You may be offered a deposit replacement product as an alternative to a cash deposit.** A landlord or agent cannot require you to use a deposit replacement product but may allow it as an option without breaking the Tenant Fees Act. There are several different deposit replacement products available on the market. Depending on the product, you may be required to pay a non-refundable fee up-front (often equivalent to one week's rent) and/or a monthly payment for the duration of your tenancy. With most products you will still be responsible for the costs of any damages incurred at the end of the tenancy or required to pay an excess on any claim for damages or unpaid rent. It is strongly advised to always check the terms and conditions and to see if it is regulated by the [Financial Conduct Authority \(FCA\)](#).
- ☐ **Length of tenancy.** There is usually a fixed period of 6 or 12 months. If you want more security, it may be worth asking whether the landlord is willing to agree to a longer fixed period. Alternatively, you may be offered a weekly or monthly assured shorthold tenancy which does not last for a fixed period. Even with those tenancies, however, the landlord must allow you to stay in the property for a minimum of 6 months.
- ☐ **Smoking and pets.** Check if there are any rules about them, as well as for other things such as keeping a bike, dealing with refuse and recycling.
- ☐ **Bills.** Check who is responsible for bills such as electricity, gas, water and council tax. You or the landlord? Usually the tenant pays for these. Advice on paying bills is available [here](#).
- ☐ **Fixtures and fittings.** Check you are happy with them, as it is unlikely that you will be able to get them changed once you have moved in.
- ☐ **Smoke alarms and carbon monoxide detectors.** Landlords must have **at least** one smoke alarm installed on every storey of a property they let out. In addition, if you have solid fuel appliances like wood burning stoves or open fires, check carbon monoxide detectors must be provided. If not, your landlord must install them. They could save your life.
- ☐ **Safety.** Check that the property is safe to live in. Use the [How to rent a safe home](#) guide to help you identify possible hazards.
- ☐ **Fitness for human habitation.** Your property must be safe, healthy and free from things that could cause serious harm. If not, you can take your landlord to court. For more information, see the [tenants' guide on using the Homes \(Fitness for Human Habitation\) Act 2018](#). You should also check whether your tenancy agreement excuses you from paying rent should the building become unfit to live in because of, for example, a fire or flood.

## Check who your landlord is

Make sure you have the name of your landlord and an address in England or Wales where the landlord will accept service of notices, in writing. Landlords are obliged to provide you with this information and the rent is not 'lawfully due' until they do so.

If the property is a flat, ask whether the landlord is the owner or leaseholder of the flat, and ask whether the freeholder, for example the owner of the block, has agreed to the flat being let out. If the landlord has a mortgage ask whether the mortgage company has agreed to the letting. The landlord may not need the freeholder's consent but, if there is a mortgage, the lender's consent will always be needed. Be aware that you may have to leave the property if the landlord does not keep up the mortgage payments.

If the property is a house, ask whether the landlord is the owner, whether the landlord has a mortgage and whether the mortgage company has agreed to the letting. You may have to leave the property if the landlord does not keep up the mortgage payments.

If the 'landlord' is not the property owner – and they claim to be a tenant, a family member or a friend, be very cautious, as it could be an unlawful sub-letting.

## Permitted fees

The government's guidance on the Tenant Fees Act contains information about the fees that letting agents and landlords are prohibited to charge tenants, as well as the fees that are permitted.

Permitted fees are as follows:

- ☐ rent
- ☐ a refundable tenancy deposit capped at no more than 5 weeks' rent where the total annual rent is less than £50,000, or 6 weeks' rent where the total annual rent is £50,000 or above
- ☐ a refundable holding deposit (to reserve a property) capped at no more than 1 week's rent
- ☐ payments associated with early termination of the tenancy, when requested by the tenant
- ☐ payments capped at £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation of a tenancy
- ☐ payments in respect of utilities, communication services, TV licence and Council Tax
- ☐ a default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement

All other fees, including the following, are banned:

- ☐ viewing fees, any charge for viewing the property
- ☐ tenancy set up fees, any charge for setting up the tenancy or contracts
- ☐ check out fees, any charge for leaving the property
- ☐ third party fees, any charge for anything that is done by someone other than the landlord or tenant but that the landlord must pay for

## Licensing requirements

### Houses in Multiple Occupation (HMOs)

HMOs are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some HMOs must be [licensed](#). Check that your landlord has the correct licence. Landlords of licensed HMOs **must by law** give tenants a statement of the terms on which they live in the property.

### Selective Licensing

Some single family dwellings may also need to be licensed. Check with your local authority whether the house is within a selective licensing scheme area. Selective licensing enables a local housing authority to require all landlords of privately rented housing in a designated area to obtain a licence for each individual property. It gives the local housing authority powers to inspect properties and enforce standards to address specific property issues.





## 4. When you've found a place

### Check the paperwork

- ☐ **Tenancy Agreement.** Make sure you have a written tenancy agreement and read it carefully to understand your rights and responsibilities before you sign it. The landlord or agent usually provides one, but you can ask the landlord or agent to consider using a different version instead. The government has published a [model tenancy agreement](#) which can be downloaded for free. If you have any concerns about the agreement, seek [advice](#) before you sign. If you are unhappy with the tenancy agreement, the Tenant Fees Act allows tenants to walk away from unfair terms without forfeiting the holding deposit.
- ☐ **Inventory.** Agree an inventory (or check-in report) with your landlord before you move in and, as an extra safeguard, make sure that you take photos. This will make things easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. From 1 June 2019, landlords/letting agents cannot charge certain fees – see the government's [guidance](#) for more information.
- ☐ **Meter readings.** Remember to take meter readings when you move in. Take a photo showing the meter reading and the date and time, if possible. This will help make sure you don't pay for the previous tenant's bills.
- ☐ **Contact details.** Make sure that you have the correct contact details for the landlord or agent, including a telephone number you can use in case of an emergency. You are legally entitled to know the name and address of your landlord.
- ☐ **Code of practice.** Ask whether your landlord or agent has signed a code of practice, which may give you additional assurance about their conduct and practices.



## The landlord must provide you with:

- ☐ A copy of this guide 'How to rent: the checklist for renting in England' when a new tenancy starts as a printed copy or, if you agree, via email as a PDF attachment.
- ☐ A gas safety certificate. The landlord must provide you with a copy of this certificate before you enter into occupation of the property and must give you a copy of the new certificate after each annual gas safety check, if there is a gas installation or appliance.
- ☐ Deposit paperwork. If you have provided a deposit, the landlord must protect it in a government approved scheme within 30 days and provide you prescribed information about it. Make sure you get the official information from your landlord, and that you understand how to get your money back at the end of the tenancy. Keep this information safe as you will need it later.
- ☐ The Energy Performance Certificate (EPC). Your landlord must provide you with a copy of the EPC, which contains the energy performance rating of the property you are renting, free of charge at the onset of your tenancy. As of April 2020, all privately rented properties must have an energy performance rating of EPC Band E or above (unless a valid exemption applies) prior to being let out. You can also search online for the EPC and check its rating on <https://www.epcregister.com/>.

## The landlord should also provide you with:

- ☐ A record of any [electrical inspections](#).
- ☐ Under the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, landlords have to get their property electrics checked at least every five years by a properly qualified person. This applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021. The electrics must be safe and your landlord must give you proof of this. For more information please see our [guidance on electrical safety standards in the private rented sector](#).
- ☐ Evidence that smoke alarms and any carbon monoxide alarms are in working order at the start of the tenancy. Tenants should then regularly check they are working.

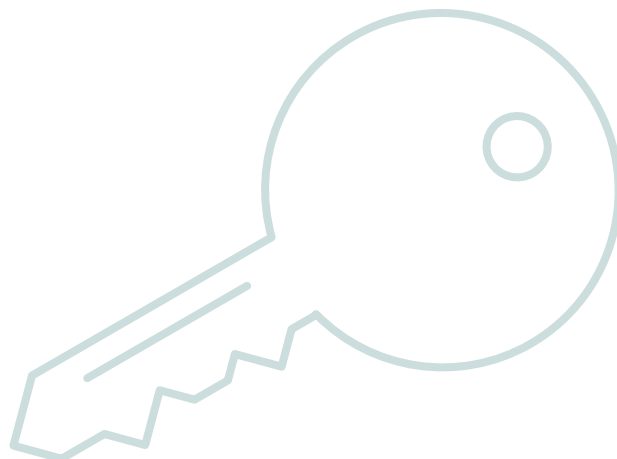
## 5. Living in your rented home

### The tenant must...

- ☐ **Pay the rent on time.** If your rent is more than 14 days late, you could be liable for a default fee. A default fee for late payment of rent is limited by the Tenant Fees Act to interest on the outstanding amount, capped at 3% above Bank of England base rates. The landlord/agent cannot charge any other fees. For more information, please read the [Government's guidance](#) for tenants on the Tenant Fees Act 2019. Further, you could lose your home because you have breached your tenancy agreement. If you have problems, [GOV.UK](#) has links to further advice. Check out these [practical steps for paying your rent on time](#).
- ☐ **Pay any other bills** that you are responsible for on time, such as council tax, gas, electricity and water bills. If you pay the gas or electricity bills, you can [choose your own energy supplier](#).
- ☐ **Look after the property.** Get your landlord's permission before attempting repairs or decorating. It's worth getting contents insurance to cover your possessions too, because the landlord's insurance won't cover your things.
- ☐ **Be considerate to the neighbours.** Anti-social behaviour may be a reason for your landlord to evict you.
- ☐ **Not take in a lodger** or sub-let without checking whether you need permission from your landlord.

### The tenant should...

- ☐ Make sure you know how to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- ☐ Regularly test your smoke alarms and carbon monoxide detectors – at least once a month.
- ☐ Report any need for repairs to your landlord. If you think there are any repairs that are needed, you should report these to your landlord. Failure to report the need for repairs could be a breach of your tenancy agreement. In extreme circumstances there may be a risk to your deposit if a minor repair turns into a major problem because you did not [report it](#).
- ☐ Consider obtaining insurance for your contents and belongings – the landlord will usually have insurance for the property but it will not cover anything that belongs to you.
- ☐ Consider if having a smart meter installed would save you money, if you are responsible for paying the energy bills. Read guidance about your rights and information about how to get a smart meter. We'd recommend that you tell your landlord before you get one.
- ☐ And don't forget to [register to vote](#).



## The landlord must...

- ☐ **Maintain the structure** and exterior of the property.
- ☐ **Ensure the property is free from serious hazards** from the start of and throughout your tenancy.
- ☐ **Fit [smoke alarms](#)** on every floor and [carbon monoxide alarms](#) in rooms with appliances using solid fuels – such as coal and wood – and make sure they are working at the start of your tenancy. If they are not there, ask your landlord to install them.
- ☐ **Deal with any problems** with the water, electricity and gas supply.
- ☐ **Maintain** any appliances and furniture they have supplied.
- ☐ **Carry out most [repairs](#)**. If something is not working, [report it](#) to your landlord or agent as soon as you can.
- ☐ **Arrange an annual [gas safety check](#)** by a Gas Safe engineer (where there are any gas appliances).
- ☐ **Arrange a five-yearly electrical safety check** by a qualified and competent person (this applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021).

- ☐ **Seek your permission to access your home and give at least 24 hours' notice of proposed visits** for things like repairs and those visits should take place at reasonable times – neither the landlord nor the letting agent is entitled to enter your home without your express permission.
- ☐ **Get a licence for the property** if it is a [licensable property](#).
- ☐ **Ensure the property** is at a [minimum of EPC energy efficiency band E](#) (unless a valid exemption applies).

## The landlord should...

- ☐ Insure the building to cover the costs of any damage from flood or fire.
- ☐ Check regularly to ensure all that products, fixtures and fittings provided are safe and that there haven't been any product recalls. Help is available at [the Royal Society for the Prevention of Accidents \(ROSPA\)](#), [Trading Standards](#) and [the Child Accident Prevention Trust](#).
- ☐ Ensure blinds are safe by design and they do not have looped cords. This is especially important in a child's bedroom. More information can be found at <https://www.rosipa.com/campaigns-fundraising/current/blind-cord>.



## 6. At the end of the fixed period

### If you want to stay

Should you wish to extend your tenancy after any initial fixed period, there are a number of important issues to consider. Check [Shelter's website](#) for advice.

### Do you want to sign up to a new fixed term?

If not, you will be on a 'rolling periodic tenancy'. This means you carry on as before but with no fixed term – your tenancy agreement should say how much notice you must give the landlord if you want to leave the property – one month's notice is typical. Shelter publishes advice on how you can end your tenancy.

### Your landlord might want to increase your rent

Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a [procedure set out in law](#).

The deposit cap introduced by the Tenant Fees Act 2019 means you may be entitled to a partial refund of your tenancy deposit. The government's [guidance](#) on the Act explains whether this affects you.

### If you or the landlord want to end the tenancy

The government has announced that it plans to put an end to 'no fault' section 21 evictions by changing existing legislation. Landlords will still be able to issue you with a section 21 possession notice until new legislation comes into effect. If you receive a section 21 notice from your landlord, seek advice from [Shelter](#) or [Citizens Advice](#). If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

There are things that both landlords and tenants must do at the end of the tenancy:

### Giving notice

It is a legal requirement for landlords to give you [proper notice](#) if they want you to leave, and they can only legally remove you from your home with a court order. Normally, the landlord must allow any fixed period of the tenancy to have expired, and they must have given you the correct period of notice, which varies depending on the type of tenancy and the reason your landlord wants you to leave.

If you have been served with a notice that your landlord wants you to leave, you should read it at once. The notice should contain helpful information. Acting on it straight away may, in certain circumstances, allow you to keep your home. If you are unsure how to respond or worried that you will become homeless, you should access advice and support as soon as possible, for example through contacting [Citizens Advice](#) and/or [Shelter](#), who can provide free, expert advice on your individual circumstances. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice.

For more information about your rights and responsibilities when your landlord wants you to leave your home, see [Understanding the possession action process: A guide for private landlords in England and Wales](#).

**If you want to end the tenancy**

Your tenancy agreement should say how much notice you must give the landlord if you want to leave the property. One month's notice is typical. If you want to leave the property, you must give notice to your landlord in writing – make sure you keep a copy of the document and a record of when it was sent. Please see 'If things go wrong' below if you wish to leave sooner than the notice period set out in the tenancy agreement.

**Rent**

Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.

**Bills**

Do not leave bills unpaid. This might have an impact on your references and credit rating.

**Clear up**

Remove all your possessions, clean the house, dispose of rubbish and take meter readings. Try to leave the property in the same condition that you found it in. Check this against your copy of the inventory and take photos that show how you have left the property.

Dispose of any unwanted furniture via a local collection service.

**Return the keys**

Return all sets of keys that were provided. If you do not, the landlord may charge you for changing the locks.

**Inspection**

Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage. If you do not agree with proposed deductions contact the relevant [deposit protection scheme](#).



## 7. If things go wrong

Most problems can be resolved quickly and easily by talking to your landlord or letting agent.

There are often legal protections in place too for the most common problems that you may experience during the tenancy – the following links will tell you what they are or where to look for help:

- ❑ **If you have a complaint about a letting agent's service** and they don't resolve your complaint, you can complain to an [independent redress scheme](#). Letting agents must be a member of a government approved redress scheme.
- ❑ **If you wish to leave the property within the fixed term, or more quickly than permitted in the tenancy agreement** you should discuss this with your landlord. If your landlord or letting agent agrees to end the tenancy early, you should make sure that this is clearly set out in writing and that you return all your sets of keys. If you do not, your landlord may make a court claim against you, to obtain possession of the property. You could be charged if you want to end the tenancy early, although this fee must not exceed the loss incurred by the landlord or the reasonable costs to your letting agent if you are renting through them. Unless or until a suitable replacement tenant is found, you will be liable for rent until your fixed-term agreement has ended or, in the case of a statutory periodic tenancy, until the required notice period under your tenancy agreement has expired. The government's guidance on the [Tenant Fees Act](#) contains more information.
- ❑ **If you are having financial problems**, or are falling into rent arrears, speak to your landlord as they may be helpful, and are likely to be more sympathetic if you talk to them about any difficulties early on. Should you need further help contact your local housing authority, [Citizens Advice](#) or [Shelter](#) as soon as possible. If you are eligible for legal aid, you can also contact [Civil Legal Advice](#) for free and confidential advice. Check out these [practical steps for managing your rent payments](#).
- ❑ **If the property is in an unsafe condition** and your landlord won't repair it – contact your [local authority](#). They have powers to make landlords deal with serious health and safety hazards. You can also report this to your local Trading Standards.
- ❑ **You may be able to take your landlord to court yourself** if you think the property is not fit for habitation, under the [Homes \(Fitness for Human Habitation\) Act 2018](#). The court can make the landlord carry out repairs and can also make the landlord pay you compensation. You may also be able to take your landlord to court if they do not carry out some repairs. For more information, please see the [Shelter advice](#) on section 11 of the Landlord and Tenant Act 1985.
- ❑ **If you have a serious complaint about the property** and your local authority has sent a notice to the landlord telling them to make repairs, your landlord [may not be able to evict you](#) with a section 21 notice (no fault eviction) for 6 months after the council's notice. You can still be [evicted](#) with a section 8 notice if you break the terms of your tenancy.
- ❑ **Failure to comply with a statutory notice is an offence.** Depending on the notice, local authorities may prosecute or fine the landlord up to £30,000. **Local authorities have powers to apply for [banning orders](#)** which prevent landlords or property agents from managing and/or letting out property if they are convicted of certain offences. If a landlord or property agent receives a banning order, they will be added to the Database of Rogue Landlords and Property Agents. There is a specific process for this, which can be found [here](#).



- ❑ **If a landlord or letting agent charges you a prohibited payment** (a banned fee according to the Tenant Fees Act 2019) or unlawfully retains a holding deposit they could be liable for a fine of up to £5,000 and if there are multiple breaches they could be liable for a fine up to £30,000 as an alternative to prosecution. Local authorities are responsible for issuing these fines. Landlords or letting agents cannot rely on giving notice under section 21 to obtain a possession order if they have not repaid any unlawful fees or deposits they have charged under the terms of the Act.
- ❑ **If your landlord is making unannounced visits or harassing you** – contact your local authority, or if more urgent dial 999.
- ❑ **If you are being [forced out illegally](#)** contact your [local authority](#). Shelter and Civil Legal Advice (see Help and Advice below) may also be able to help you. If your landlord wants you to leave the property, they must notify you in writing, with the [right amount of notice](#). You can only be legally removed from the property if your landlord has a court order for possession and a warrant is executed by court bailiffs or sheriffs.
- ❑ If you live with your partner and you separate, you may have [the right to carry on living in your home](#).
- ❑ **If you are concerned about finding another place to live**, then contact the Housing Department of your [local authority](#) straight away. Depending on your circumstances, they may have a legal duty to help you find accommodation and they can also provide advice. The local authority should not wait until you are evicted before taking action to help you.

If you are concerned about finding another place to live, then contact the Housing Department of your [local authority](#) straight away.

## Protection from eviction

Landlords must follow strict procedures if they want you to leave your home. They may be guilty of harassing or illegally evicting you if they do not follow the correct procedures.

Landlords must provide you with the correct notice period and they can only legally remove you from your home by obtaining a court order for possession and arranging for a warrant to be executed by court bailiffs or sheriffs. See [Understanding the possession action process: A guide for private residential tenants in England and Wales](#).

## Rent Repayment Orders

Rent Repayment Orders require a landlord to repay a specified amount of rent to a tenant and/or a local authority, where there has been, for example, an illegal eviction or failure to licence a property that requires licensing.

Rent Repayment Orders also cover breach of a banning order or failure to comply with certain statutory notices. Where a Rent Repayment Order is made, local authorities may retain the money if the tenant's rent was paid by state benefits. Where a tenant has paid rent themselves, the money is returned to them. If benefits covered part of the rent, the amount is paid back pro-rata to the local authority and the tenant.

If you are reading a print version of this guide and need more information on the links, please [contact us](#) or on 0303 444 0000 or at 2 Marsham Street, London, SW1P 4DF.



## 8. Further sources of information

Read further information about [landlords' and tenants' rights and responsibilities](#).

Read the government's [guidance on the Tenant Fees Act](#). This includes:

- ☐ **what the Tenant Fees Act covers**
- ☐ **when it applies and how it will affect you**
- ☐ **helpful Q&A**

### Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-approved tenancy deposit scheme.

- ☐ [Deposit Protection Service](#)
- ☐ [MyDeposits](#)
- ☐ [Tenancy Deposit Scheme](#)

### Client money protection schemes

Your agent must protect money such as rent payments through membership of a government approved client [money protection scheme](#).

### Letting agent redress schemes

Every letting agent must belong to a government approved redress scheme.

- ☐ [The Property Ombudsman](#)
- ☐ [Property Redress Scheme](#)

### Homes (Fitness for Human Habitation) Act 2018

[Guide for tenants](#)

### Help and advice

- ☐ [Citizens Advice](#) – free, independent, confidential and impartial advice to everyone on their rights and responsibilities.
- ☐ [Shelter](#) – housing and homelessness charity who offer advice and support.
- ☐ [Crisis](#) – advice and support for people who are homeless or facing homelessness.
- ☐ [Your Local Housing Authority](#) – to make a complaint about your landlord or agent, or about the condition of your property.
- ☐ [Civil Legal Advice](#) – if you are eligible for legal aid, you can access free and confidential advice.
- ☐ [Money Advice Service](#) – free and impartial money advice.
- ☐ [The Law Society](#) – to find a lawyer.
- ☐ [Gas Safe Register](#) – for help and advice on gas safety issues.
- ☐ [Electrical Safety First](#) – for help and advice on electrical safety issues.
- ☐ [Marks Out Of Tenancy](#) – information for current and prospective tenants.

### Also in this series

The government's [How to rent a safe home](#) guide helps current and prospective tenants ensure that a rented property is safe to live in.

The government's [How to let](#) guide provides information for landlords and property agents about their rights and responsibilities when letting out property.

The government's [How to lease](#) guide helps current and prospective leaseholders understand their rights and responsibilities.

The government's [How to buy a home](#) guide provides information to home buyers.

The government's [How to sell a home](#) guide provides information to those looking to sell their home.



# Energy Performance Certificate

## Non-Domestic Building



Berkshire House  
252-256 Kings Road  
READING  
RG1 4HP

**Certificate Reference Number:**  
0010-6984-0333-5990-2080

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information in the guidance document *Energy Performance Certificates for the construction, sale and let of non-dwellings* available on the Government's website at [www.gov.uk/government/collections/energy-performance-certificates](http://www.gov.uk/government/collections/energy-performance-certificates).

### Energy Performance Asset Rating

More energy efficient



Net zero CO<sub>2</sub> emissions

**A** 0-25

**B** 26-50

**C** 51-75

**D** 76-100

**E** 101-125

**F** 126-150

**G** Over 150

Less energy efficient

**35**

This is how energy efficient the building is.

### Technical Information

Main heating fuel:	Natural Gas
Building environment:	Heating and Mechanical Ventilation
Total useful floor area (m <sup>2</sup> ):	4438
Building complexity (NOS level):	5
Building emission rate (kgCO <sub>2</sub> /m <sup>2</sup> per year):	45.46
Primary energy use (kWh/m <sup>2</sup> per year):	260.52

### Benchmarks

Buildings similar to this one could have ratings as follows:

**38**

If newly built

**102**

If typical of the existing stock

## Administrative Information

This is an Energy Performance Certificate as defined in the Energy Performance of Buildings Regulations 2012 as amended.

<b>Assessment Software:</b>	Virtual Environment v7.0.7 using calculation engine ApacheSim v7.0.7
<b>Property Reference:</b>	683842950000
<b>Assessor Name:</b>	Mr Nathan Cooper
<b>Assessor Number:</b>	LCEA175574
<b>Accreditation Scheme:</b>	CIBSE Certification Limited
<b>Employer/Trading Name:</b>	Avoca Consulting Engineers
<b>Employer/Trading Address:</b>	Harewood House, BOWBURN, DH6 5PF
<b>Issue Date:</b>	11 Sep 2017
<b>Valid Until:</b>	10 Sep 2027 (unless superseded by a later certificate)
<b>Related Party Disclosure:</b>	Not related to the owner.

Recommendations for improving the energy performance of the building are contained in the associated Recommendation Report - 9658-4091-0833-0200-9401.

## About this document and the data in it

This document has been produced following an energy assessment undertaken by a qualified Energy Assessor, accredited by CIBSE Certification Limited. You can obtain contact details of the Accreditation Scheme at [cibsecertification.com](http://cibsecertification.com).

A copy of this certificate has been lodged on a national register as a requirement under the Energy Performance of Buildings Regulations 2012 as amended. It will be made available via the online search function at [www.ndepcregister.com](http://www.ndepcregister.com). The certificate (including the building address) and other data about the building collected during the energy assessment but not shown on the certificate, for instance heating system data, will be made publicly available at [www.opendatacommunities.org](http://www.opendatacommunities.org).

This certificate and other data about the building may be shared with other bodies (including government departments and enforcement agencies) for research, statistical and enforcement purposes. For further information about how data about the property are used, please visit [www.ndepcregister.com](http://www.ndepcregister.com). To opt out of having information about your building made publicly available, please visit [www.ndepcregister.com/optout](http://www.ndepcregister.com/optout).

There is more information in the guidance document *Energy Performance Certificates for the construction, sale and let of non-dwellings* available on the Government website at: [www.gov.uk/government/collections/energy-performance-certificates](http://www.gov.uk/government/collections/energy-performance-certificates). It explains the content and use of this document, advises on how to identify the authenticity of a certificate and how to make a complaint.

## Opportunity to benefit from a Green Deal on this property

The Green Deal can help you cut your energy bills by making energy efficiency improvements at no upfront costs. Use the Green Deal to find trusted advisors who will come to your property, recommend measures that are right for you and help you access a range of accredited installers. Responsibility for repayments stays with the property – whoever pays the energy bills benefits so they are responsible for the payments.

To find out how you could use Green Deal finance to improve your property please call 0300 123 1234.



# Non Domestic Gas Safety Record

Cert. No. 967

Safety Inspection and reporting carried out in accordance with the Gas Safety (Installation and Use) Regulations and the Gas Industry Unsafe Situations Procedure No detailed internal inspection of flues (integrity, construction and lining) has been carried out.

## Company / Installer

Engineer Lee Bailey  
Company MHL  
Address G CON Tower  
Emmervale Court  
Cirencester  
Post Code GL7 1PZ  
Tel No. 01285 407123  
Gas Safe Reg 502963  
ID Card No. 4821629

## Job Address

Name  
Address Berkshire House  
252-256 King's Road  
Reading  
Berkshire  
Post Code RG1 4HP  
Tel. No

## Customer / LandLord

Name Mr David Berry  
Company City Block  
Address Berkshire House  
252-256 King's Road  
Reading  
Berkshire  
Post Code RG1 4HP  
Tel. No

## Appliance Details

## Inspection Details

	Location	Appliance Type	Make	Model	Flue Type	Landlord's Appliance	Appliance Inspected	Operating Pressure (mbar)	Heat Input (kW/h)	High Combustion Reading			Low Combustion Reading			Safety device(s) correct operation	Ventilation Provision satisfactory	Visual condition of flue and termination satisfactory	Flue Performance test	Appliance Serviced	Appliance safe to use
										Ratio	CO ppm	CO2 %	Ratio	CO ppm	CO2 %						
1	Boiler Plant Room	Boiler 1	Ideal	Evomax 100	RS	Yes	Yes	22	100	.0000	4	9	NA	NA	NA	Yes	Yes	Yes	Pass	Yes	Yes
2	Boiler Plant Room	Boiler 2	Ideal	Evomax 100	RS	Yes	Yes	22	100	.0000	9	9.1	NA	NA	NA	Yes	Yes	Yes	Pass	Yes	Yes
3																					
4																					
5																					
6																					

## Defects / Identified

### Labels and Warning Notice Issued

1	No
2	No
3	
4	
5	
6	

Emergency Control Accessible Yes Gas Tightness Satisfactory Yes


Gas Installation Pipework Visual Inspection Satisfactory Yes


Equipotential Bonding Yes

**NEXT INSPECTION DUE ON OR BEFORE** 25-Oct-2022

## Comments

## Signatures

Issued by: Signed   
Print Name Lee Bailey

Received by: Signed   
Print Name Lee Bailey

Date 25-Oct-2021

In order to use our Custodial scheme, you will need to read and accept these terms and conditions (the "Terms and Conditions"). Please see below some definitions and explanations of the terms we use frequently throughout this document.

## 1. Definitions and Explanations of commonly used terms

### Adjudication

This is an evidence-based decision making process which results in a Decision about how a Dispute should be resolved.

### Adjudicator

This is a qualified expert appointed by us to independently and impartially consider a Dispute and provide a Decision.

### Assured Shorthold Tenancy

This is a tenancy defined as an Assured Shorthold Tenancy under the Housing Act 1998.

### Calendar Day

A Calendar Day is any day of the week.

### Custodial Scheme (or Scheme)

A Custodial Scheme is a scheme for the protection of residential tenancy deposits. Custodial Schemes were established in England and Wales under the Housing Act 2004. They are open to any person or organisation taking Deposits for a residential Tenancy. Under our Custodial Scheme, when a Landlord, Letting Agent or Organisation receives a Deposit from a Tenant, they pass the money to us for safekeeping.

### Customer Service Centre

This is our telephone contact centre. You can contact the Customer Service Centre on 0330 303 0033 between 8am and 6.30pm on Working Days. Our Customer Service Centre closes on bank holidays in England and Wales. Please check the homepage of our website for details.

### Decision

This is the evidence-based decision of an Adjudicator made in relation to a Dispute in accordance with these Terms and Conditions.

### Deposit

This is the money a Tenant gives to their Landlord under the Tenancy Agreement or in connection with the tenancy, who then pays it to us for safe keeping. The Deposit is used as a security against a breach of the Tenant's obligations under the Tenancy Agreement, for example, failure to keep the Property in good repair and failure to pay the rent. Deposits in relation to Assured Shorthold Tenancies are limited to 5 weeks' rent where the annual rent is less than £50,000, or 6 weeks' rent where the annual rent is £50,000 or over.

### Deposit ID

This is the unique identifying reference number allocated to a Deposit following the successful submission of the Deposit to us.

### Dispute

If at the end of a Tenancy, the Landlord and the Tenant cannot agree on how much of the Deposit should be given to each Party, this is a Dispute.

### Dispute Resolution Service

Our Dispute Resolution Service is an independent service we provide to resolve Disputes and is a free alternative to going to court. If you use our Dispute Resolution Service, we will collate and summarise evidence provided by each person involved in the Dispute and one of our Adjudicators will review the evidence and make a Decision on how much of the Deposit should go to each Party.

### Enhanced Authentication

This is an optional service for Landlords and Tenants which requires a 6 digit code to be entered via the online service to enable specific changes or transactions.

### Form(s)

These are all paper forms you must submit to us in order to use the Scheme and include the Cheque Deposit Submission Form, the Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords), the Statutory Declaration and the Statutory Declaration Notice.

### Initial Requirements

The Initial Requirements are those actions the Landlord has to complete within 30 days of receipt of a Deposit under the Housing Act 2004. They are:

- to protect the Deposit in a government-authorised scheme like ours; and
- to give the Tenant a copy of the Prescribed Information.

### Joint Tenancy

This is where more than one Tenant has entered into a Tenancy Agreement with a Landlord.

### Joint Tenants

The Tenants in a Joint Tenancy.

### Landlord

This means a Landlord of a Tenancy. For the purposes of these Terms and Conditions, the term Landlord includes a Letting Agent or Organisation, where applicable.

### Landlord ID

This is the unique identifying reference number we give to the Landlord when they register with us.

### Letting Agent

This is the letting agent who lets or manages a property on the Landlord's behalf.

### Nominated Tenant

If there is only one Tenant in a property, that Tenant will also be the Nominated Tenant. Alternatively, if there is a Joint Tenancy, the Nominated Tenant is the person who confirms to us that they will act on behalf of all Joint Tenants in any dealings with us, the Landlord or Letting Agent or Organisation. If a Relevant Person has contributed to the Deposit, the Nominated Tenant also acts on their behalf.

### Organisation

An Organisation is a company who lets or manages a property on the Landlord's behalf or on its own account including Housing Associations, the N.H.S. and student property associations.

### Parties

Means the Landlord and Tenant(s). A "Party" means one or the other.

## Prescribed Information

This is the information which must be provided by the Landlord to the Tenant in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007.

### Property

This is a property which is the subject of a Tenancy for which a Deposit is protected.

### Relevant Person

This is someone who has paid a Deposit to a Landlord on behalf of a Tenant, and who is a 'relevant person' as described in Sections 212 to 215 of the Housing Act 2004.

### Sole Tenancy

This is where there is only one Tenant in a Tenancy.

### SMS

Means short message service otherwise known as text messaging service.

### Statutory Declaration

This is a Form completed by either the Landlord or the Tenant when they are claiming repayment of all or part of the Deposit when the other Party is uncontactable or not responding to correspondence.

### Statutory Declaration Notice

This is a notice we send to confirm we have received a Statutory Declaration and to require additional information from the receiving Party.

### Statutory Declaration Process

This is a process which may be used by a Party to claim the repayment of all or part of the Deposit when the other Party is uncontactable or not responding to correspondence as further detailed in section 19.

### Tenancy

This is an Assured Shorthold Tenancy of a Property under which a Deposit is protected with us or another type of tenancy under which we at our sole discretion agree to protect a Deposit on these Terms and Conditions as if the Deposit related to an Assured Shorthold Tenancy.

### Tenancy Agreement

This is the written agreement between the Landlord and Tenant relating to the Tenancy of the Property.

### Tenant

This is the Tenant of a Tenancy.

### The Ministry of Housing, Communities and Local Government ('MHCLG')

This is the government Ministry that has authorised us to provide this service.

### The Deposit Protection Service ('The DPS')

The DPS is a trade name of Computershare Investor Services PLC, a company registered in England and Wales with company number 3498808. Its registered office is The Pavilions, Bridgwater Road, Bristol BS13 8AE. Throughout this document, we also refer to The DPS as 'we' or 'us'.

### Transfer

A Transfer can be:

- the transfer of a Tenancy from the existing Landlord to a new Landlord;
- the transfer of a Tenancy from the existing Tenant to a new Tenant; or
- in the case of a Joint Tenancy, a change in the identity of one or more of the Joint Tenants (Tenant Transfer).

### Working Day

Working Days are days on which our offices are open for business. These are every Monday to Friday, excluding bank holidays in England and Wales. We keep our website – [www.depositprotection.com](http://www.depositprotection.com) – up-to-date with our opening times. In these Terms and Conditions the use of the words and phrases "other", "including" and "in particular" shall not restrict a general or wide interpretation of any words preceding them where a wider interpretation is possible. Except where the context otherwise requires, words using the singular shall include the plural and vice versa.

## 2. Information about the Scheme for you

- These are our Terms and Conditions which govern how we provide the Scheme. From time to time we may change these Terms and Conditions. Please see section 34(g) for how such changes will be notified to you.
- The ways you can contact us are set out in section 4 "Ways to Contact us".
- Our Scheme is free to use except in the circumstances set out in section 25 "Costs".
- We limit and exclude our liability to you in certain circumstances in these Terms and Conditions please see subsections 23(j), (k) and (l) "The Adjudication" and section 28 "Liability" for more details.
- We are entitled to reject a Dispute from our Dispute Resolution Service or make a payment of the Deposit to the other Party where one Party does not comply with these Terms and Conditions, please see subsections 20(j) and 21(a) for more details.
- Subject to these Terms and Conditions the Landlord and Tenant are free to agree to leave the Scheme at any time without penalty.

## 3. How our Custodial Scheme works

Our Custodial Scheme is free to use (with some exceptions, explained later in these Terms and Conditions) and is open to all Landlords. Below is an overview of how it works.

- After taking a Deposit from a Tenant, the Landlord must protect the Deposit within 30 Calendar Days of receiving it in order to avoid the consequences set out in the Housing Act 2004. We will accept Deposits submitted after 30 Calendar Days.
- Once we have protected a Deposit, we will send confirmation to the Landlord, the Tenant and any Relevant Person (see section 12 for details about what we send). The Landlord must also give the Prescribed Information to the Tenant. Landlords can print a Prescribed Information form which is pre-populated with the information they have entered into the Landlord's online account at [www.depositprotection.com](http://www.depositprotection.com). The Landlord will need to provide additional information to complete the Prescribed Information.
- At the end of the Tenancy, the Landlord and Tenant should try to agree how much of the Deposit should be paid to the Landlord, Tenant or the Relevant Person (if there is one). If the Parties can agree, the Landlord and Tenant must confirm the following on their repayment Forms or online submissions:
  - the amount of the Deposit that should be repaid to the Landlord with reasons; and

- ii. the amount of the Deposit that should be repaid to the Tenant with reasons.
- d. If the Landlord and the Tenant agree, we will pay out the amount the Landlord and Tenant agree should be repaid to each of them as detailed on the repayment Form or online submission.
- e. If there is a Dispute regarding the repayment of part or all of the Deposit, it will be referred to our Dispute Resolution Service, unless we are instructed otherwise in writing.
- f. If one Party instructs us that they do not wish to use the Dispute Resolution Service, the Deposit will be suspended until we are notified that both Parties do wish to use the Dispute Resolution Service, or we are informed that the Parties have reached agreement as to distribution of the Deposit, or we are presented with a court order relating to repayment of the Deposit in accordance with section 24.
- g. The Landlord or Tenant may follow the Statutory Declaration Process if they have no current address for the other Party or if the other Party fails to respond to a written notice from the claiming Party claiming some or all of the Deposit within 14 Calendar Days of the date of the notice.

#### 4. Ways to contact us

##### a. The Online Service

- i. Landlords can register online and anyone using our Service can complete submissions online by visiting [www.depositprotection.com](http://www.depositprotection.com).
- ii. Parties can also communicate with us by visiting the 'Contact' section at [www.depositprotection.com](http://www.depositprotection.com).
- iii. If a Dispute is being dealt with by the Dispute Resolution Service, we can be contacted at [disputes@depositprotection.com](mailto:disputes@depositprotection.com).
- iv. Except in the circumstances outlined in section 30 of these Terms and Conditions, our online service will be available 24 hours per day.

##### b. Customer Service Centre

The Customer Service Centre is available to:

- i. help Landlords, Letting Agents and Tenants to use the Scheme;
- ii. process requests for Forms;
- iii. manage new registrations of Landlords and Letting Agents; and
- iv. process requests for repayment and responses. We ask callers a series of questions in order to identify them. If callers cannot give satisfactory answers to the questions asked, we will not be able to help.

##### c. Paper Based Service

- i. If you cannot access our online service you can request a Form, either by phone or in writing. All letters and completed Forms should be sent to the address at section 36 of these Terms and Conditions.
- ii. Any Forms requested will be pre-printed with as much relevant information about the transaction as we have and we will mail them to the address of the requesting Party. We cannot accept photocopied or altered Forms.

#### 5. How to create an account

##### a. Landlords

- i. When a Landlord creates an account with us, all information provided must be up-to-date and correct.
- b. Landlords (but not Letting Agents or Organisations) must provide the following mandatory pieces of information to create an account:
  - i. the Landlord's first name, surname and title;
  - ii. the Landlord's contact address including the town, country and postcode;
  - iii. at least one valid UK contact telephone number for the Landlord (including UK mobile phone numbers); and
  - iv. a valid email address for the Landlord (if creating an account online).
- c. Letting Agents and Organisations must provide the following mandatory pieces of information:
  - i. the full name and title of the Letting Agent or Organisation's primary contact;
  - ii. the full name or company name of the Letting Agent or Organisation;
  - iii. the contact address of the Letting Agent or Organisation;
  - iv. at least one contact telephone number for the Letting Agent or Organisation; and
  - v. a valid email address for the Letting Agent.
- d. A Landlord can create an account online at [www.depositprotection.com](http://www.depositprotection.com) or by calling 0330 303 0033.
- e. When Landlords submit their first Deposit through the Custodial Scheme they must confirm that they have read and agree to be bound by these Terms and Conditions including the Privacy Policy at section 32. Each time the Terms and Conditions are updated Landlords must accept the new Terms and Conditions to continue using the service. If Landlords do not accept the new Terms and Conditions they will not be able to continue using the online service.
- f. Landlords must supply a valid email address and select a password to use the online service. Landlords must keep this password secure at all times and it should not be disclosed to anyone.
- g. Landlords will receive an email containing a link to activate their account. The Landlord must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours the link will expire and the Landlord will need to request a new activation link.
- h. If Landlords forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for seven days.
- i. Once the Landlord's account has been activated, the Landlord will be provided with their account reference through the online service.
- j. Landlords must enter their registered email address and password for the following:
  - i. to log into their online account;
  - ii. to access all the information we store that relates to them;
  - iii. to update any such data;
  - iv. to pay a new Deposit to us;
  - v. to perform any actions during a Tenancy;
  - vi. to manage their Deposits; and
  - vii. to instigate the Deposit repayment process.

- k. All Landlords who create an account through the Customer Service Centre will be provided with a confirmation in writing of:
  - i. their unique Landlord ID. This will also be provided over the telephone; and
  - ii. The website address at which they can view the Terms and Conditions online, which will be sent within 3 Working Days of registration. On receipt of this confirmation Landlords will be deemed to have accepted these Terms and Conditions unless we are notified otherwise in writing. If a Landlord does not accept the Terms and Conditions they must not use the service. If a Landlord continues to use the service after notifying us that they do not accept the terms and conditions they will be deemed to have accepted the Terms and Conditions.
- l. Landlords may opt to apply Enhanced Authentication to their account. If a Landlord opts for Enhanced Authentication, they may only enable the following changes or transactions if they enter a 6 digit code to the online service which we will provide to the Landlord's email address or mobile phone via SMS:
  - i. Changes to contact details (name, address, telephone number, email address) under section 13;
  - ii. Initiating a Landlord Repayment Request under section 16;
  - iii. Changing the Tenants in a Tenancy under section 13.ii; and
  - iv. Changing the Landlord in a Tenancy under section 13. i.

##### II. Tenants

- a. The Tenant will receive an email containing a link to activate their account. The Tenant must click the link in the email and log in within 48 hours of the issue of the link. After 48 hours, the link will expire and the Tenant will need to request a new activation link.
- b. The Tenant must select a password to use the online service. The Tenant must keep this password secure at all times and should not disclose it to anyone.
- c. If Tenants forget their password they can ask us to reset it. We will send an email to their registered email address with a new activation link which will be valid for 48 hours.
- d. When Tenants first log into their account they must confirm that they have read and acknowledged the Terms and Conditions including the Data Protection Notice and Privacy Policy at section 32. Each time the Terms and Conditions are updated Tenants will be invited to read and acknowledge the new Terms and Conditions. If Tenants do not read and acknowledge the new Terms and Conditions they will not be able to continue to use the online service and we will not be able to take instructions from them.
- e. Tenants must enter their registered email address and password for the following:
  - i. to log in to their online account;
  - ii. to access all the information we store that relates to them;
  - iii. to update any such data; and
  - iv. to instigate the Deposit repayment process.
- f. Tenants may opt to apply Enhanced Authentication to their account. If a Tenant opts for Enhanced Authentication they may only enable the following changes or transactions if they enter a 6 digit code to the online service which we will provide to the Tenant's email address or mobile phone via SMS:
  - i. Changes to contact details (name, address, telephone number, email address) under section 13; and
  - ii. Initiating a Tenant Repayment Request under section 17.

##### 6. Adding a Property

Landlords can add a Property or multiple Properties in their online account before submitting any Deposits to us.

##### 7. Creating a Tenancy

- a. Landlords can create a Tenancy in their online account before submitting any Deposits.
- b. To create a Tenancy, a Landlord must provide a name together with a contact mobile telephone number or email address for any Tenants and an email address for any Relevant Person.
- c. Once a Tenancy has been created an email will be sent to all Tenants' registered email address(es) along with a link to activate their online account(s).

##### 8. Joint Tenancies and Third Parties (Nominated Tenant)

- a. At the end of the Joint Tenancy one Tenant must liaise with us with regard to the return of the Deposit. That Tenant will be the Nominated Tenant, and will be responsible for representing the interests of all Joint Tenants (and any Relevant Person). The Nominated Tenant will act on behalf of all Joint Tenants specifically in connection with:
  - i. the Deposit repayment process;
  - ii. any Statutory Declaration;
  - iii. the provision of Tenant's evidence; or
  - iv. any other relevant Form or submission.
- b. It is the Nominated Tenant's responsibility to try and agree with the Landlord how the Deposit should be distributed at the end of the Joint Tenancy.
- c. The Nominated Tenant must submit repayment instructions on behalf of all of the Joint Tenants whether online, by phone or using the paper process.
- d. Instructions on behalf of Joint Tenants will only be accepted if the Tenant who gives the instruction confirms that they act on behalf of all Joint Tenants with regard to the repayment process. From then on instructions will only be accepted if they have been authenticated by the Nominated Tenant either by entering the Nominated Tenant's account information when using the online service, or by answering security questions when using the Customer Service Centre or their signature when using the paper process.
- e. The Landlord is responsible for managing the Tenants' (and Relevant Person's) relationship in a Joint Tenancy. The Landlord must:
  - i. complete the Deposit Submission Form;
  - ii. ensure that the responsibilities of the Joint Tenants are fully understood by all Joint Tenants, and any Relevant Person; and



- iii. explain to the Joint Tenants that the Nominated Tenant process will come into effect at the repayment stage and that the Nominated Tenant will act on behalf of all Joint Tenants and any Relevant Person.
- f. The Joint Tenants must ensure that Joint Tenancy information is kept up-to-date.
- g. We are entitled to deal with and take instructions from the first Joint Tenant who comes to us with a valid instruction and confirms that they act on behalf of all Joint Tenants (the Nominated Tenant).
- h. If no Joint Tenant confirms that they act on behalf of all Joint Tenants we will not be able to process instructions for the Joint Tenants.

### 9. Initial Requirements

Sections 10 (Deposit Submission) and 11 (Payment Options) of these Terms and Conditions comprise the Initial Requirements for the purposes of the Housing Act 2004.

### 10. Deposit Submission

- a. After creating a Tenancy in their online account the Landlord can submit a Deposit for protection either online through their account at [www.depositprotection.com](http://www.depositprotection.com) or with a Cheque Deposit Submission Form sent to us by post.
- b. It is the Landlord's responsibility to submit Deposits for protection within 30 Calendar Days of receipt from the Tenant.
- c. Landlords will not be able to submit a Deposit unless all mandatory information has been provided.
- d. Landlords can increase the amount of an existing Deposit at any time during the Tenancy, subject to the limitations as defined in the 'Deposit' definition within Section 1 of these terms and conditions.
- e. If Landlords create a Tenancy profile but do not submit a Deposit for protection within 60 Calendar Days, we will cancel the Tenancy profile and Landlords will need to create a new Tenancy profile before a Deposit can be submitted for that Tenancy. We will also inform the Tenant that the Deposit has not been protected with us.
- f. It is a Landlord's sole responsibility to ensure that a Deposit complies with the Tenant Fees Act 2019. We shall not be responsible to Tenants or Landlords if a Deposit does not comply with the Tenant Fees Act 2019.

### 11. Payment options

- a. The Landlord must ensure that they pay the correct amount of Deposit to us.
- b. Deposits can be paid to us by bank transfer, debit card or cheque.

#### I. Bank Transfers

- a. Bank transfer payments can only be used for online custodial Deposit submissions and must be made using our 6 digit sort code and the Landlord's unique 8 digit account number which will be displayed when a Landlord opts to pay by Bank transfer in their online account. Landlords must add a reference number to the payment.
- b. Payments we receive can be allocated to custodial Deposits manually or automatically. Automatic allocation will only occur if the amount paid exactly matches a custodial Deposit awaiting payment and/or the reference number on the Landlord's bank transfer matches the reference specified by the Landlord. If for any reason we are unable to match a payment to a Deposit, then the funds will be credited to the Landlord's account for the Landlord to allocate manually.
- c. If manual allocation is required, the Landlord must log in to their online account and manually allocate the submitted funds to the relevant custodial Deposit. It is the Landlord's sole responsibility to manually allocate funds in order to ensure that the Deposit is protected.
- d. Bank Transfers are non-reversible. If you think that an over-payment has been made, then you must contact us on 0330 303 0033 or by visiting the 'Contact' section at [www.depositprotection.com](http://www.depositprotection.com).

#### II. Debit card payments

- a. Debit card payments can only be used for online custodial Deposit submissions.
- b. If a Landlord wishes to pay by debit card, they must select this option on the payment page following creation of the Deposit in the online system.
- c. We use Worldpay to process debit card payments.
- d. When a Landlord pays by debit card their details are sent to Worldpay in order to process payment.
- e. We do not store Debit Card details.
- f. Confirmation that a successful card transaction has taken place will be provided to the Landlord in real time.
- g. We will provide confirmation to the Landlord when the payment clears, by email within 5 Calendar Days of processing the debit card payment.

### III. Cheque payments

- a. Cheque payments must be submitted to us by post with the Cheque Deposit Submission Form to the address in section 36 of these Terms and Conditions.
- b. Cheque Deposit Submission Forms can be requested by telephone from our Customer Service Centre.
- c. All cheques must be made payable to The Deposit Protection Service, be dated within the past 3 months of the date of processing, be signed by an authorised signatory of the account and be drawn in pounds Sterling on a UK bank account. Words and figures must match and be equal to the full amount of the Deposit as stated on the Cheque Deposit Submission Form. The reverse of the cheque should be marked with the Landlord's ID and the Deposit ID for the relevant Tenancy.
- d. If the cheque does not meet all of the criteria above, we reserve the right to reject it and return it to the Landlord within 4 Working Days of receipt, identifying the reason for its rejection.
- e. Accepted cheques will be banked within 1 Working Day of receipt. We will issue a confirmation that the Deposit has been protected within 5 Calendar Days of a cleared cheque.
- f. In the event that cheques are returned unpaid, we reserve the right to charge a fee of £25.89 which the Landlord must pay. Until this fee is paid, we won't accept any Deposits from that Landlord for that Tenancy.

### 12. What happens after the Deposit has been protected?

- a. We will send an email confirming protection of the Deposit to:
  - i. the Landlord's registered address or the Landlord's registered email address;
  - ii. all Tenants' registered email addresses. We will also send a link to Tenants

to activate their online account if they have not done so already. If we do not know the Tenants' email addresses, we will send confirmation by post to the Property. If we do not know the Tenants' email addresses and the Deposit has been paid more than 14 Calendar Days before the start date of the Tenancy, we will send confirmation to the Property in time for the Tenancy start date; and

- iii. the email address of any Relevant Person registered on the Deposit. We will also send the Relevant Person a certificate confirming protection of the Deposit.

- b. Tenants will be able to use their email address and password to log in to the online service and view the Deposit, a certificate confirming protection of the Deposit, Tenancy details and other information we hold regarding the Tenancy.

- c. If, at the end of a Tenancy's fixed term period, the Tenancy continues on a statutory periodic basis or a new fixed term period is agreed, we will continue to protect the Deposit and treat it as if it had been received in respect of the statutory periodic tenancy or new fixed term tenancy.

### 13. Making changes to your account

- a. Tenants can update their own contact details, at any time. This can be done on our website, on the phone, or in writing. Tenants must keep all forwarding addresses, and all other contact details up-to-date.
- b. Landlords can change their own contact details, or notify us of a change of Landlord or request a change of Tenant. Landlords must ensure that all information we hold in relation to Tenancies, and Deposits for which they are responsible are up-to-date and factually correct.
- c. If either a Landlord or a Tenant has opted for Enhanced Authentication they will have to enter a 6 digit code in order to make these changes. We will provide that code to the Landlord or Tenant's email address or mobile phone via SMS.

#### I. Changing the Landlord of a Tenancy

- a. If the Landlord changes, the outgoing Landlord must effect a change of Landlord via their online account. We will not register a change of Landlord unless:
  - i. the incoming Landlord has an account with us with a valid Landlord ID; and
  - ii. the outgoing Landlord has the incoming Landlord's Landlord ID.
- b. If we have had no contact from the outgoing Landlord and a Tenant tells us that the Landlord of the Tenancy has changed, we will inform the Tenant that the incoming Landlord should contact us with reasonable supporting evidence to confirm this.
- c. If an incoming Landlord contacts us with reasonable supporting evidence which suggests that the Landlord of the Tenancy has changed, we will contact the outgoing Landlord to confirm this, giving them 7 Calendar Days to respond. If the outgoing Landlord does not call us at the Customer Service Centre on 0330 303 0033 within 7 Calendar Days, we will transfer the Tenancy to the incoming Landlord.
- d. If the outgoing Landlord does call us within 7 Calendar Days, disputing that there has been a change in Landlord, we will not complete the transfer. In this instance the incoming and outgoing Landlords must agree which one of them should be registered as Landlord with us, or the Deposit should be repaid in accordance with section 14 of these Terms and Conditions.
- e. In the event of a change of Landlord, we will send confirmation and details of the change including the new Deposit ID to:
  - iii. the outgoing Landlord, Letting Agent or Organisation as applicable;
  - iv. the incoming Landlord, Letting Agent or Organisation as applicable; and
  - v. all Tenants at the Property.

#### II. Changing Tenants in a Tenancy

- a. A change of Tenant process should only be used:
  - i. when a Tenant is leaving a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;
  - ii. when a Tenant is leaving a Joint Tenancy and a new Tenant is being added to a Joint Tenancy and the Landlord has no claim against the Deposit for the Tenant leaving the Joint Tenancy;
  - iii. when a new Tenant is being added to a Joint Tenancy only; or
  - iv. when a Tenant is leaving a Sole Tenancy and being replaced by another Tenant and the Landlord has no claim against the Deposit for the Tenant leaving the Tenancy.
- b. Landlords will be able to add or remove Tenants from a Tenancy via their online account.
- c. If a Landlord has opted for Enhanced Authentication they will have to enter a 6 digit code in order to add or remove Tenants from a Tenancy. We will provide that code to the Landlord or Tenant's email address or mobile phone via SMS.
- d. When a landlord seeks to add or remove either a Joint Tenant or a Sole Tenant from a Tenancy via their online account or via a phone call to our Customer Service Centre, we will send confirmation of that change by email, SMS or post to:
  - i. the Landlord, Letting Agent or Organisation in respect of the Property;
  - ii. the Tenants who will continue to reside in the Property;
  - iii. any incoming Tenants; and
  - iv. any outgoing Tenants.
- e. We will advise all Tenants that if they do not want us to make the changes that the Landlord has requested that they must call us via the Customer Service Centre on 0330 303 0033 within 9 days. If no Tenants contact us, we will complete the removal as the Landlord has requested.
- f. We will not repay any part of the Deposit to outgoing Tenants unless the repayment process is completed.
- g. Where a Tenant is removed from a Joint Tenancy it is the remaining Tenants' responsibility to arrange any payments to an outgoing Tenant or Relevant Person.

### III. Scheme Transfers

- a. If a Landlord wants to transfer a Deposit we are protecting to another Scheme, they can email their request to [support@depositprotection.com](mailto:support@depositprotection.com). They will need to send a list of all the Deposits they want to transfer. They also need to send us the details of the Scheme to which we should transfer the Deposits.
- b. If we are satisfied that we have received all the required information, as soon as is reasonably practical, we will:
  - i. transfer the relevant Deposit monies directly to the other Scheme;



- ii. send the other Scheme a list of all details of the Deposits we have transferred; and
  - iii. close the relevant Deposits and Tenancies on the Landlord's online account.
- c. We reserve the right to make further enquiries of any Landlord on receipt of a request to transfer Deposits to another Scheme.

#### 14. Deposit repayment - General

- a. We will not release any part of the Deposit unless:
  - i. all Parties have agreed to us doing so; or
  - ii. there is an undisputed Statutory Declaration claim; or
  - iii. there is a Decision from an Adjudicator; or
  - iv. we are passed a court order which refers specifically to the Deposit and/or the Scheme Administrator and the amount of the Deposit to be paid out; or
  - v. such release is permitted as a result of a failure by either Party to comply with our Dispute Resolution Service procedure.
- b. We will not repay the Deposit within 28 Calendar Days of it being protected. If you want to start the Deposit Repayment process before this time, please contact us, either online or by calling the Customer Service Centre.
- c. Landlords and Tenants must attempt to agree the fair distribution of the Deposit before entering the Dispute Resolution Service at the end of the Tenancy.
- d. If one Party claims all or part of a Deposit, we will notify the other Party by e-mail or post.
- e. Repayments can be either:
  - i. wholly agreed (all Parties agree on who should receive the Deposit at end of the Tenancy and no disputed amount exists);
  - ii. partially agreed (the Parties agree on the repayment of part only of the Deposit and a Dispute exists in relation to the balance); or
  - iii. disputed (there is a Dispute as to how the entire Deposit should be repaid).
- f. Any agreed repayment amounts will be repaid within 5 Calendar Days of notification to us of both Parties' agreement in accordance with these Terms and Conditions.
- g. Repayment of all or part of the Deposit will be made either by:
  - i. direct BACS transfer to the Landlord's and/or Tenant(s)' accounts;
  - ii. Sterling cheque; or
  - iii. a combination of the two methods in accordance with the Parties' direction.
- h. Cheques can be made payable to either the Landlord or Agent, the named Tenant(s) or a nominated third party, where authorised.
- i. Direct SWIFT payments can also be made to overseas bank accounts for a fee of £25.89.
- j. We will provide confirmation of the amount of the repayment paid to each Party to:
  - i. the Landlord; and
  - ii. all the Tenants.
- k. Repayments will only be made on the satisfactory completion of additional checks, for example anti-money laundering.
- l. Landlords can choose to store their bank details on the online system at point of repayment. If you choose to store your bank details they will be used for all future repayments to you unless you change them on the online service using Enhanced Authentication or by calling us on 0330 303 0033. If you choose to store your bank details with us you will not be prompted to enter your bank details each time you start or respond to a claim.

#### 15. Deposit Repayment - Requests

- Either Party can start the repayment process by completing one of the following steps:
- i. submitting a Deposit repayment request through an online account;
  - ii. submitting a Deposit repayment request by telephone with the Customer Service Centre; or
  - iii. submitting a Deposit Return Request Form (Tenants) or Deposit Repayment Request Form (Landlords) by post. These Forms can be requested by calling the Customer Service Centre).

#### 16. Landlord Repayment Requests

##### I. Whole Deposit returned to Tenants

- a. If you are a Landlord and you want to initiate full repayment of the Deposit to the Tenant you must:
  - i. log into your online account; and
  - ii. if you have opted for Enhanced Authentication you will have to enter a 6 digit code in order to instruct this. We will provide that code to your email address or mobile phone via SMS;
  - iii. confirm that you wish to make a full repayment of the Deposit to the Tenant.
- b. We will notify all Tenants of the Landlord's full repayment request.
- c. If you are a Tenant responding to a Landlord's full repayment request you must:
  - i. log into your online account;
  - ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
  - iii. provide details of the repayment method including sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
  - iv. confirm your instructions for repayment.
- d. We will repay the Deposit in accordance with the Nominated Tenant's direction within 5 Calendar Days of notification to us.
- e. We will confirm repayment to all Parties in writing.

##### II. Landlord making Deductions from Deposit

- a. If you are a Landlord, and you wish to make deductions from the Deposit you must: The Deposit Protection Service Custodial Terms and Conditions
  - i. log into your account;
  - ii. if you have opted for Enhanced Authentication you will have to enter a 6 digit code in order to instruct this. We will provide that code to your email address or mobile phone via SMS;
  - iii. tell us the amount of each deduction you wish to make from the Deposit; and
  - iv. give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.
- b. When we receive a repayment request from the Landlord with claims for

deductions, we will email or write to the Tenants notifying them of a claim for deductions against the Deposit which they can view and respond to through their online account.

- c. If you are a Tenant, responding to a Landlord repayment request with deductions you must:
  - i. log into your online account;
  - ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
  - iii. agree or disagree with each claim for deductions made by the Landlord;
  - iv. confirm any amounts you agree to pay to the Landlord with regard to their deductions (if any);
  - v. if you do not agree to pay any sums from the Deposit to the Landlord you must reject the claim in full; and
  - vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person.
- d. If you are a Landlord, and your claim is rejected and you still wish to make deductions from the Deposit you must:
  - i. log into your account;
  - ii. tell us the amount of each deduction you wish to make from the Deposit, and the reason why you are making the claim. If you have multiple reasons for requesting deductions, you will need to list all of them; and
  - iii. give us details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use.
- e. When we receive a repayment request from the Landlord with claims for deductions, we will email or write to the Tenants notifying them of a claim for deductions against the Deposit which they can view and respond to through their online account.
- f. If you are a Tenant, responding to a Landlord repayment request with deductions you must:
  - i. log into your online account;
  - ii. confirm that you act on behalf of all Joint Tenants with respect to the Repayment Process in accordance with section 8 if applicable;
  - iii. agree or disagree with each claim for deductions made by the Landlord;
  - iv. confirm any amounts you agree to pay to the Landlord with regard to their deductions (if any);
  - v. if you do not agree to pay any sums from the Deposit to the Landlord you must enter £0 against the deduction claims and state your reasons;
  - vi. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for each Tenant or Relevant Person; and
  - vii. accept or reject the use of the Dispute Resolution Service to resolve any dispute; and
  - viii. agree to be bound by any Decision.
- g. If any sum from the Deposit is not claimed for deduction by the Landlord they will be released to the Tenant, Nominated Tenant or Joint Tenants (as applicable) within 5 Working Days after confirmation of the repayment method has been made by the Nominated Tenant.
- h. Once the Nominated Tenant has responded we will send a notification for the Landlord to review the Nominated Tenant's response and invite the Landlord to accept or reject the Nominated Tenant's response.
- i. If the Nominated Tenant has agreed to any or all of the claims for deductions made by the Landlord we will pay the agreed sums to the Landlord in accordance with their direction within 5 Working Days of the Landlord confirming their acceptance of the Nominated Tenant's response.
- j. If the Nominated Tenant has responded to our notification confirming that they do not agree with all or part of the claims for deductions made by the Landlord in the Landlord's repayment request, but does agree to the Dispute being referred to our Dispute Resolution Service it will be referred to our Dispute Resolution Service in accordance with the procedure set out in sections 20 to 23 of these Terms and Conditions provided that the Landlord also confirms that they agree to use our Dispute Resolution Service.
- k. If the Nominated Tenant has responded to our notification confirming that they do not agree to use our Dispute Resolution Service, but the Landlord does, the Deposit will be placed on hold until either the Tenant agrees to use our Dispute Resolution Service, or until the Parties reach agreement and communicate that agreement to us or until we receive a court order. Please see section 24 for more details.

#### 17. Tenant's repayment request

- a. A Tenant can submit a Deposit return request. If you are a Tenant you must:
  - i. log into your online account;
  - ii. If you have opted for Enhanced Authentication you will have to enter a 6 digit code in order to make this request. We will provide that code to your email address or mobile phone via SMS.
  - iii. confirm that you act on behalf of all Joint Tenants with respect to the repayment process in accordance with section 8 (as applicable);
  - iv. confirm the amount you believe is due to each Tenant and any Relevant Person;
  - v. confirm any deductions to be paid to the Landlord;
  - vi. provide any reasons for each deduction to be paid to the Landlord;
  - vii. provide details of the repayment method, bank sort code, account number (and reference if applicable) you would like us to use for each Tenant or Relevant Person; and
  - viii. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.
- b. Upon receipt of a Tenant's Deposit return request, we will notify the Landlord of the Deposit return request, by email or by post.
- c. If you are the Landlord responding to a Tenant's Deposit return request you must:

- i. log into your online account; and
- ii. agree or disagree with the repayment claim made by the Nominated Tenant;
- iii. confirm the amount you believe is due to the Landlord with reasons;
- iv. provide details of the repayment method, bank sort code, account number (and reference if applicable) or cheque payment you would like us to use for payment; and
- v. accept or reject the use of the Dispute Resolution Service if necessary to resolve any Dispute and agree to be bound by any Decision.

d. If the Landlord:

- i. agrees with any or all of the repayment requests made by the Nominated Tenant the agreed sums will be paid out within 5 Working Days.
- ii. does not agree with the repayment request made by the Nominated Tenant, the Nominated Tenant's request will be rejected and the Landlord will need to make a repayment request of their own.

**18. Repayment requests on paper or by the Customer Service Centre**

- a. The Landlord can complete a Deposit Repayment Request Form in order to make deductions from a Deposit.
- b. The Tenant can complete a Deposit Return Request Form in order to reclaim the whole or part of a Deposit.
- c. On receipt of either form the DPS will invite the other Party to respond to the claim by way of a response Form.
- d. If there is a Dispute, the Landlord and the Tenant must confirm a breakdown of the total amount in dispute and the Parties should confirm that:
  - i. they each agree that the Dispute be referred to our Dispute Resolution Service in accordance with these Terms and Conditions; and
  - ii. they will be bound by the Decision of the Adjudicator.
- e. If a Party fails to provide us with any of the above information, we will reject the relevant Form and refer it back to the initiating Party for resolution.
- f. Parties can also respond to claims by calling our Customer Service Centre.

**19. The Statutory Declaration Process**

**I. When can it be used?**

- a. The Statutory Declaration Process is a method of repayment. It is used when:
  - i. the Landlord has no current address for the Tenant; or
  - ii. the other Party has failed to respond to the claiming Party's written notice in relation to the distribution of the Deposit within 14 Calendar Days. In this case a copy of the written notice sent to the other Party must be attached. If a repayment claim has been started online, this will be deemed written notice, evidence of which does not need to be attached;
  - iii. the Tenant has no current address for the Landlord; or
  - iv. the Landlord fails to respond to the Tenant's written notice requiring that the Tenant be paid some or all of the Deposit within 14 Calendar Days of Landlord's receipt of Tenant's notice.
  - v. a liability of the Tenant to the Landlord arising under the Tenancy which relates to damage to the Property, or loss of or damage to property at the Property.
- b. The following criteria must be met before the Statutory Declaration Process can be used:
  - i. at least 14 Calendar Days must have passed since the end of the Tenancy (i.e. the contractual end of the Tenancy or where notice has been given and has expired); and
  - ii. agreement has not been reached between the Landlord and Tenant about the Deposit repayment; and
  - iii. one of the relevant conditions set out in (a)(i) to (a)(v) above have been met; and
  - iv. the claiming Party believes they should be repaid some or all of the Deposit; and any amount claimed by the Landlord must be referable to:
    - 1. an amount of unpaid rent or any other sum due under the terms of the Tenancy; or
    - 2. a liability of the Tenant to the Landlord arising under or in connection with the Tenancy which relates to damage to the Property, or loss of or damage to property at the Property. Claims for damage caused by fair wear and tear will be rejected.

**II. The Statutory Declaration Process**

- a. The Party who wishes to use the Statutory Declaration Process must provide us with a Statutory Declaration making a claim for all or part of the Deposit. This must be at least 14 Calendar Days after the Tenancy has ended.
- b. Parties can get a Statutory Declaration through their online account or by calling 0330 303 0033. If the Party requests a Statutory Declaration online it will be partially populated with the Tenancy details which we hold. This document can be modified by the Party and printed in order to be completed.
- c. The Statutory Declaration must be sworn or affirmed in the presence of a solicitor, a commissioner for oaths, or a magistrate.
- d. The Statutory Declaration must contain the following information:
  - i. the date on which the Tenancy ended;
  - ii. confirmation that the Parties have failed to reach agreement about repayment of the Deposit, with details of any communications between them since the end of the Tenancy;
  - iii. justification for the amount of the Deposit claimed, with particulars of any facts relating to it (including a calculation);
  - iv. confirmation of whether the Statutory Declaration is being made on the basis that:
    - 1. the Party making the claim has no current address for, or other means of contacting the other Party. In this case the claiming Party must give details of any address (other than the Property) and other contact details including telephone numbers or email addresses) which they have for the other Party; or
    - 2. the other Party has failed to respond to the claiming Party's written notice in relation to the distribution of the Deposit within 14 Calendar Days. In this case a copy of the written notice sent to the other Party must be

attached. If a repayment claim has been sent to the other Party via the online service, this will be deemed written notice, evidence of which does not need to be attached.

- v. any information the claiming Party has as to the whereabouts of the other person;
- vi. confirmation that the claiming Party gives their consent for the Dispute to be resolved through our Dispute Resolution Service (in the event of the other Party disputing that the claiming Party should be paid all or part of the Deposit);
- vii. confirmation that the claiming Party considers that they are entitled to be paid all or part of the Deposit as claimed; and
- viii. the claiming Party makes a Statutory Declaration in the knowledge that if they knowingly and wilfully make a false declaration, they may be liable to prosecution under Section 6 of the Perjury Act 1911.

**III. Statutory Declaration Process – Statutory Declaration Notice and Resolution**

- a. Once we have received a properly completed Statutory Declaration which meets the above requirements, we will issue a Statutory Declaration Notice and a summary of the claim to the other Party's registered address, asking them to indicate within 14 Calendar Days of receipt:
    - i. whether they accept that the claiming Party should be paid the whole of the amount claimed;
    - ii. whether they accept that the claiming Party should be paid part of the amount claimed and if so, how much; and
    - iii. if they do not accept that the claiming Party should be paid the whole of the amount claimed, whether they consent to the Dispute being resolved by our Dispute Resolution Service. We will also, where possible, send notification that a postal notice has been issued by email or SMS.
  - b. The Party who receives the Statutory Declaration Notice must complete and return to us the Statutory Declaration Notice so that we receive it within 14 Calendar Days of when we issued it (the Statutory Declaration Notice deadline). They must also indicate their responses to a. (i) – (iii) above. If we do not receive the completed Statutory Declaration Notice within the Statutory Declaration Notice deadline, we will release the full amount claimed to the claiming Party within 10 Calendar Days of the Statutory Declaration Notice deadline.
  - c. If the receiving Party completes and returns the Statutory Declaration Notice so that we receive it within the Statutory Declaration Notice deadline and confirming that they agree that the whole or part of the amount claimed should be paid to the claiming Party, we will pay any agreed amount to the claiming Party within 10 Calendar Days of the date when we receive the Statutory Declaration Notice.
  - d. If the other Party completes and returns the Statutory Declaration Notice so that we receive it before the Statutory Declaration Notice deadline and confirming that they do not agree that the claiming Party should be paid all or any of the amount claimed, we will inform the claiming Party that their claim has been rejected wholly or in part and will request evidence from both the other Party and the claiming Party in relation to the dispute. Where users do not have an online account we will provide a summary of the other Party's Statutory Declaration Notice.
  - e. Details of the other Party's rejection reason(s) can be viewed via the claiming Party's online account. Once we have issued the request for evidence both Parties will have 14 Calendar Days from the date of issue to respond.
  - f. If the other Party completes and returns the Statutory Declaration Notice so that we receive it within 14 Calendar Days, but does not indicate whether they consent to the Dispute being resolved by our Dispute Resolution Service, we shall assume they consent to the use of our Dispute Resolution Service.
  - g. At the end of the 14 days, the case will be referred to an Adjudicator (see Adjudication at section 23 below).
  - h. We will release any undisputed amount to the Party or Parties concerned.
  - i. Any evidence submitted by either Party after the Dispute has been referred to the Adjudicator will not be considered by the Adjudicator if a Decision has already been made. We reserve the right to refuse to pass any evidence to the Adjudicator after the cut-off date for submission of evidence has passed.
- 20. The Dispute Resolution Service - General rules for using our Dispute Resolution Service**
- a. To use our Dispute Resolution Service, Landlords and Tenants must have completed a repayment Form or online repayment request with notification of a Dispute or completed the Statutory Declaration Process. They must consent or be deemed to have consented to our Dispute Resolution Service and confirm that they will be bound by the Decision.
  - b. If the repayment Form or the online repayment request has been completed incorrectly or if any of the mandatory declarations have been struck out, then the Dispute cannot be referred to our Dispute Resolution Service. In this case, we will direct those involved to pursue the Dispute through the courts. As detailed in section 24 below, we will continue to hold the Deposit until we receive a court order instructing us to repay it, or an instruction to repay it signed by both Parties.
  - c. If you agree to use our Dispute Resolution Service, you may not withdraw your agreement in the future.
  - d. If either Party does not agree to use our Dispute Resolution Service to resolve the Dispute, they must resolve the matter by agreement or through the courts. The Party refusing to use our service must start the required court proceedings within 6 months of notifying us of their refusal. If they do not, we may award the disputed amount to the other Party.
  - e. We will only send Disputes to our Dispute Resolution Service if both the Landlord and Tenants comply with these Terms and Conditions.
  - f. Use of our Dispute Resolution Service does not remove the duty of one Party to pay the other any other amounts which are due and not subject to a Dispute.
  - g. Use of our Dispute Resolution Service is free of charge except in circumstances set out in subsection p and section 25 below and except as to the Parties' own costs. Each Party must bear any costs they incur through participating in the Dispute Resolution Service. We will not make any award to cover these costs.
  - h. The Landlord and Tenant are free to settle the Dispute between themselves at

any point during the Adjudication. They must notify us of their agreement to do so by providing an instruction signed by both Parties. We will return the Deposit in accordance with the agreement when we receive the instruction.

- i. The Adjudicator can only make a Decision to award up to the value of the Deposit.
- j. If either Party does not comply with any of these Terms and Conditions, the Dispute may be rejected and the Deposit will be subject to repayment in accordance with these Terms and Conditions.
- k. We may decide in our absolute discretion whether a Party has complied with these Terms and Conditions and is eligible to participate or continue to participate in the Dispute Resolution process.
- l. A Dispute must not be the subject of an existing court action.
- m. The Adjudicator will not make an award in relation to damage caused by fair wear and tear only.
- n. We will not deal with Disputes through the Dispute Resolution Service where, in our reasonable opinion:
  - i. they relate to matters other than the return of the Deposit; and/or
  - ii. either Party has indicated their intention to issue legal proceedings in respect of any of the issues raised in the Dispute; and/or
  - iii. the Dispute is not suitable for resolution via the Dispute Resolution because for example the facts and matters are unduly complicated and more suitable for a Court to decide upon and/or
  - iv. the issues raised have already been decided upon by a court and an order in accordance with section 24(a) has been made by the Court;
- o. The Adjudicator may also reject Disputes which, in their reasonable opinion:
  - i. are being pursued in an unreasonable manner;
  - ii. are frivolous;
  - iii. are vexatious; and/or
  - iv. seek to raise matters which were previously decided by a similar dispute resolution process, or matters which, in the opinion of the Adjudicator, exceeds their jurisdiction.
- p. Landlords and Tenants can only make evidence submissions when requested to the Dispute Resolution Team by post to the address set out in section 36, or by emailing [disputes@depositprotection.com](mailto:disputes@depositprotection.com). We cannot receive evidence in external cloud storage. We must receive evidence submissions before 11:59:59 p.m. on the day of the previously advised deadline. We reserve the right to refuse to pass any evidence to the adjudicator after the date for submission of evidence has passed. We also reserve the right to return any physical evidence received before a Dispute is formally commenced to the party sending it.
- q. If a Dispute relates to a Tenancy that is not an Assured Shorthold Tenancy, we reserve the right to charge the Landlord a fee of £500 plus VAT, or 10% of the Deposit amount, whichever is the greater for the administration of the Dispute. Where possible, we will deduct this from any amount awarded to the Landlord as a result of the Decision. If there is no award to the Landlord, or the amount awarded does not cover the fee, the Landlord must pay us within 14 Calendar Days of our request for payment.
- r. We reserve the right to reject a request to use our Dispute Resolution Service if the tenancy is not an Assured Shorthold Tenancy or when the Deposit is £5,000 or more in amount.

## 21. Repayment Request – Collection of evidence

- a. Upon receipt of a duly completed online Deposit repayment submission notifying us of a Dispute, we will write to both the Landlord and the Tenant, inviting both Parties to submit their evidence in relation to the Dispute. The Landlord and Tenant must ensure that we are in receipt of their evidence within 14 Calendar Days of our invitation being issued; failure to do so could result in the Deposit being paid to the other Party contrary to the Landlord's or Tenant's intentions.
- b. If the Landlord or Tenant does not wish to submit any additional evidence in support of their claim, the Landlord or Tenant must notify us in writing confirming that they will not be submitting any additional evidence, within the 14 Calendar Days of our invitation being issued.
- c. If, within 14 Calendar Days of the invitation being issued by us, the Landlord or Tenant fails to submit any evidence, or in the alternative confirm in writing that they have no additional evidence to submit, we will release the disputed amount to the other Party within 10 Calendar Days of the deadline for the Parties' response.
- d. In the event that neither Party complies with the requirement of section c above, we will repay any disputed sum to the Tenant.

## 22. Dispute Evidence – the details

- a. The Landlord's evidence should include, but is not limited to the following:
  - i. a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed;
  - ii. the signed check-in inventory and schedule of condition;
  - iii. vacating instructions;
  - iv. the signed check-out inventory and schedule of condition;
  - v. a signed and legally-compliant written Tenancy Agreement;
  - vi. a schedule of the cost of any works sought to be deducted from the Deposit together with estimates, invoices and receipts (produced by an independent or third party) and photographs if available;
  - vii. a statement of the rent account, if relevant;
  - viii. if housing benefit has been paid, a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
  - ix. any other relevant information including photographs, DVDs, correspondence or receipts; and
  - x. confirmation that they have contacted the Tenant and provide a copy of any correspondence between them, or details of their discussions.
- b. The Tenant's evidence should include, but is not limited to the following:
  - i. the reasons why the Tenant denies that the Landlord is entitled to the disputed amount; and
  - ii. any other relevant information including photographs, DVDs, correspondence or receipts.

- c. Any photographs or digital evidence should be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken.
- d. If either Party cannot provide any of the above evidence, they should explain to us why they are unable to do so. We will then exercise our discretion to decide whether to allow the Dispute to proceed to Adjudication.
- e. The Nominated Tenant must complete the Tenant's evidence on behalf of all Joint Tenants named on the Tenancy Agreement.
- f. Following receipt of each Party's evidence, we may request extra information or clarification.
- g. It is the Landlord's sole responsibility to send us a signed, valid Tenancy Agreement before we pass the case to the Adjudicator. If we do not receive a copy of the Tenancy Agreement, we will still pass the Dispute papers to the Adjudicator. Claims from Landlords who do not provide a valid Tenancy Agreement are likely to fail.

## 23. The Adjudication

- a. Once the deadline has passed for evidence submission, we will provide the following to the Adjudicator:
  - i. the Landlord's evidence, Statutory Declaration or Statutory Declaration Notice;
  - ii. the Tenant's evidence, Statutory Declaration or Statutory Declaration Notice;
  - iii. any extra evidence from the Landlord or the Tenant.
- b. If the Parties submit evidence after the Adjudicator has already reached a Decision, they will not be able to take any further evidence into consideration.
- c. Our Adjudicators are fair and unbiased, and make their Decision based solely on the evidence and Forms submitted. You should submit any evidence you feel supports your case when we ask you to. If you do not submit evidence when requested, the Adjudicator will not be able to consider it when making their Decision.
- d. The Adjudicator may:
  - i. make any necessary enquiries with the Parties if issues or queries arise when reviewing the evidence;
  - ii. carry on with the Adjudication even if either Party does not comply with these Terms and Conditions, or any instruction from the Adjudicator or us;
  - iii. stop the Adjudication if it appears that the Dispute cannot be settled this way, or if the Parties settle their Dispute before a Decision is made.
- e. Except in circumstances set out in section d above, the Adjudicator will make a Decision within 28 Calendar Days of receiving the Dispute papers from us. The day of receipt will be the Working Day after the papers are sent to the Adjudicator.
- f. We will notify the Parties of the Adjudicator's Decision within 2 Working Days of the Decision. The Decision is binding on both Parties and both Parties must comply with it.
- g. The Decision cannot be appealed through the Dispute Resolution Service although nothing prevents either Party from pursuing the other through the courts if they disagree with the decision.
- h. We will make any payment to either Party within 10 Calendar Days of the Decision.
- i. We will make payments according to the method specified by the relevant Parties.
- j. The Adjudicator may take the initiative in ascertaining the facts and the law.
- k. The Adjudicator may apply their discretion and judgement to the interpretation of the Tenancy Agreement and the application of the facts.
- l. The Adjudicator may correct accidental slips or omissions in Decisions within 30 days of the Decision.

## 24. Court Orders

- a. If you obtain a court order against your Landlord or Tenant, we will only release the Deposit if:
  - i. it refers to the Deposit and/or The DPS as the Scheme administrator; and
  - ii. it specifies how much of the Deposit should be paid to the successful Party.
- b. If the court order does not comply with section a above, we will not be able to release the Deposit. In this case, the order must be amended, or a third party debt order must be obtained or the matter may be referred to our Dispute Resolution Service in accordance with Section 20 of these terms and conditions for a Decision, before we can release the Deposit.

## 25. Costs

All aspects of our Custodial Scheme are free to use, except in the following circumstances where fees are charged:

- i. for processing a payment to an overseas bank account we charge £25.89; and
- ii. where we are adjudicating a Dispute relating to a Tenancy which is not an Assured Shorthold Tenancy we reserve the right to charge a fee of £500 plus VAT.

## 26. Confidentiality

- a. Anyone involved with an Adjudication must not reveal specific details of the case to people not connected to that Adjudication, unless required by law.
- b. By agreeing to use our Dispute Resolution Service, you give us permission to gather and keep information about your Dispute. We may use this to publish statistics or case studies, removing any information which may identify any individuals.

## 27. Keeping your data safe

The following are data security Terms and Conditions which are specific to our Custodial Scheme:

- a. if a Landlord requests a Form, we will ask for their Landlord ID and Deposit ID so we can process their query.
- b. if a Tenant request a Form, we will ask for their Deposit ID so we can process their query.
- c. in order to meet data protection obligations, we need callers to provide proof of their identity. This means callers will need to answer some questions about their account. If callers can't give us the right answers, we will have to end the call.

## 28. Liability

- a. We will take reasonable care in operating our service, and we will be responsible to you for any losses or expenses suffered or incurred by you as a direct result of our negligence, wilful default or fraud. The DPS's liability in relation to any claim shall not exceed the total amount of the Deposit to which the claim relates and in any event will not exceed £5,000 in aggregate including costs and interest.



- b. We do not accept liability for any indirect or consequential loss suffered by anybody or for any loss that does not arise as a result of our negligence, wilful default or fraud.
- c. Neither we nor the Adjudicator are liable for anything done or omitted to be done in the discharge or purported discharge by the Adjudicator of their functions as Adjudicator unless the act or omission is in bad faith and any employee or agent of the DPS (whether that person is the Adjudicator or otherwise) is similarly protected from liability.
- d. In the event that you do not comply with these Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate us for any such loss or damage.
- e. Any limitation or exclusion of liability under these Terms and Conditions shall only operate to the extent permitted by law.
- f. You must contact us immediately if you suspect that your password, Landlord ID, Deposit ID, log in details or 6 digit code for Enhanced Authentication have been lost, disclosed to, or obtained by, anyone who is unauthorised to have them, and that their integrity is threatened. Until you notify us that it has been compromised, we will assume that any instructions received in any form, which have been authenticated by your Landlord ID, Deposit ID or your log in details are genuine and are valid instructions from you and we will act accordingly. You will be liable for all such transactions.
- g. Once processed, a Form or online Deposit response is a binding instruction to make payment; you are not entitled to cancel, amend or revoke such an instruction.
- h. You are responsible for ensuring that any bank account details entered online for repayment are correct. Once payment has been made we are not obliged to recover funds that have been paid out incorrectly due to incorrect account details being entered online.
- i. We do not accept liability for the actions of any third parties including Letting Agents.

## 29. Complaints

- a. We hope that you are always satisfied with our service, however, if you are unhappy with our service, we have a complaints handling procedure. We can provide you with a copy upon request.
- b. If you ever feel that we have fallen short of the standards we set ourselves and you have cause for complaint, please let us know. We treat all complaints seriously and investigate them fully. If a Party is dissatisfied with the outcome of an Adjudication that shall not constitute grounds for a complaint. To send us a letter, you can write to us at the address in section 36. To send us an email, please use: [complaints@depositprotection.com](mailto:complaints@depositprotection.com)

## 30. Service Availability

- a. The online service will usually be available for use 24 hours a day, every day of the year subject to scheduled down time that will be advertised on the site to users prior to any down time being implemented. However, the service may be temporarily unavailable for a number of reasons, including routine and emergency maintenance, excess demand for the service, failure of the internet and other circumstances beyond our control.
- b. We shall not have any liability to you for any non-availability or interruption in the operation of the service (wholly or part of) or for any failure or delay of a communication. It is your responsibility to ensure that any communications are sent insufficient time to be received within any deadlines.

## 31. Online Security

- a. Except where we have been negligent, we do not accept any responsibility for any interception, redirection, corruption, copying, reading, tampering or loss of confidentiality which may take place either once an email message has been sent by us or prior to an email message being received by us or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such interception, redirection, corruption, copying, reading, tampering or loss of confidentiality.
- b. We take reasonable care to ensure that electronic communications generated by the online service are free of viruses or other corruption of data. Before opening or using any documents or attachments, you must check them for viruses and defects. Our liability in this respect is limited to re-supplying any affected documents or attachments.
- c. You are responsible for ensuring all electronic communications sent by you to us are free from viruses or defects. If a communication from you is found to contain a virus, we shall not be obliged to receive or act upon such communication.
- d. We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our control. Such acts shall include, but not be limited to, acts of God, strikes, lockout, riots, acts of war, epidemics, governmental regulations superimposed after the fact, communication or line failures, power failure, earthquakes or other disasters.
- e. If you are sending an e-mail to us, please ensure your e-mail does not exceed 20 megabytes. Any e-mails received larger than 20 megabytes may not be received.
- f. Any information supplied on our website, by email, in our printed documentation, on the telephone or by post is for guidance only. Independent advice should be sought regarding the interpretation of any applicable legislation.
- g. You are responsible for keeping any passwords in relation to us secure. We accept no liability for any loss incurred as a result of you not ensuring your passwords are kept as secure as possible.
- h. Whilst your connection to the online service is encrypted you should note that email communications are not necessarily secure and there is always a risk that email messages may be intercepted or tampered with. By registering for and using this service, you acknowledge that these risks exist and that confidentiality cannot always be assured.
- i. Any bank details which are stored on the online system will be encrypted.

## 32. Privacy Policy

The DPS's Data Privacy Policy can be viewed by visiting <https://www.depositprotection.com/privacy-policy/> or by calling 0330 303 0033 to request a copy.

## 33. Intellectual Property

The DPS and the MHCLG shall retain all intellectual property rights in and relating to all methods, formulae, techniques, processes, systems, materials, programs, logos, Forms and documentation devised, designed or prepared by or on behalf of The DPS for the purpose of or in connection with its provision of the Scheme and all other Intellectual Property Rights created by or on behalf of The DPS in connection with the Scheme.

## 34. General

- a. Unless otherwise detailed in these Terms and Conditions, all Forms will be processed within 4 Working Days of receipt.
- b. Unless otherwise detailed in these Terms and Conditions, all time limits will be calculated, as applicable:
  - i. excluding the day we receive Forms or documents; and
  - ii. from the day that we issue Forms or documents, regardless of the date they are received or seen by the Parties.
- c. Unless correspondence relates to Dispute Resolution, the Statutory Declaration Process, or the repayment of a Deposit, all communications will be sent by 2nd class post. Correspondence related to Dispute Resolution, Statutory Declaration Process, or the repayment of the Deposit will be sent by 1st class post.
- d. If you are in any doubt as to whether we have received or carried out any of your instructions, you should telephone us immediately on 0330 303 0033.
- e. We may determine in our absolute discretion whether anyone has complied with these Terms and Conditions.
- f. All Deposits will be held in a designated bank account which we maintain for all parties using the Scheme.
- g. From time to time we may change these Terms and Conditions. We will keep you informed about changes when you log in to use the online service. You can always find our current Terms and Conditions on our website too. If you would like a paper copy, call or email us. All Forms or online submissions will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms or online submissions are received by us. Our Terms and Conditions can be viewed online at [www.depositprotection.com](http://www.depositprotection.com) or a paper copy is available on written request.
- h. If any part of the terms of these Terms and Conditions proves to be or unenforceable in any way, this will not affect the validity of the remaining Terms and Conditions in any way.
- i. If we relax any part of these Terms and Conditions once or more than once, each instance would be considered a one-off, or a temporary decision. It will not affect our right to enforce the term strictly again when we wish to.
- j. We reserve the right to delay taking action on any particular instruction if we consider that we need to obtain further information or to comply with any legal or regulatory requirement binding on us (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns we may have about the validity or any other matter relating to the instruction.
- k. We won't do, or refrain from doing, anything which would, or might in our judgment, break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.
- l. We will not tolerate abusive or offensive behaviour towards staff members. We will not respond to any email or communication which we deem to be abusive or offensive. Any abusive or offensive behaviour towards our Customer Service Representatives will result in the call being terminated immediately.
- m. If an Agent is appointed by a Landlord, it is the sole responsibility of the Landlord to complete all due diligence required on the Agent to register their Tenants' Deposits with The DPS.
- n. Registration with The DPS and use of the Custodial Scheme cannot be taken as indication as to the credibility of the Party.

## 35. Governing Law

These Terms and Conditions are governed by and will be interpreted under the laws of England and Wales. In the event of a Dispute the English courts will have jurisdiction.

## 36. Contact details

The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA. To speak to us, call: 0330 303 0033. To send us an email message, visit the 'Contact' section at [www.depositprotection.com](http://www.depositprotection.com).