



INFORMATION FOR TENANTS AND DEPOSIT PRESCRIBED INFORMATION FOR TENANTS

A Tenant's Guide to mydeposits

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Since the 6th April 2007 all landlords who take a deposit from their tenant in England and Wales on an assured shorthold tenancy (AST) agreement must comply with the tenancy deposit protection legislation by:

- 1 Protecting the deposit with a government-authorized tenancy deposit protection scheme within 30 days of receiving it from the tenant and,
- 2 Providing the tenant with proof of the deposit protection (known as the Prescribed Information) within the same 30-day timeframe.

The legislation has been designed to protect your deposit and ensure that if entitled, you get it back.

Note: In this leaflet where it says landlord it will also mean agent if the agent has taken and protected the deposit.

You can take your landlord to court if they fail to comply with the legislation. They may face the following penalties:

- Be required to return the deposit to you or lodge the full deposit with the insurance scheme within 14 days.
- Be fined between one and three times the deposit amount.
- Be unable to serve a section 21 notice to regain possession of their property

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About mydeposits

Mydeposits provides an insurance-based deposit protection scheme. Landlords can join the scheme and pay a fee to protect your deposit. This enables them to hold it for the duration of the tenancy and then return the agreed amount to you at the end. We offer a free and impartial alternative dispute resolution service if you cannot agree how much of the deposit is to be returned to you.

How your deposit is protected with mydeposits



What is the Prescribed Information?

We provide your landlord with a Deposit Protection Certificate (DPC) as proof of protection. It should be signed by your landlord and you are given the opportunity to sign it to confirm your agreement to the information. This Information for Tenants leaflet is also part of the Prescribed Information. It explains who we are, how to get your deposit back and contains information about our alternative dispute resolution process.

End of the tenancy

You should request the return of your deposit at the end of the tenancy in writing and keep evidence of the request. If you do not contact your landlord, they may decide to keep your deposit until they hear from you. The onus is on you to request your deposit back.



Deposit deductions

Your landlord may wish to make deductions from the deposit; if so we suggest you discuss the issues directly with your landlord. Your landlord should return any agreed amount to you within 10 days of your request for the deposit back. If you cannot agree the proposed deductions with your landlord, you can raise a dispute with mydeposits within 3 months of vacating the property. You must wait 10 days after requesting the deposit back before raising the dispute.

TOP TIP: If your landlord does not respond to your request to return the deposit then you should raise a dispute.

About alternative dispute resolution

The mydeposits alternative dispute resolution (ADR) service can resolve your deposit dispute without you having to go to court. Both you and your landlord must agree to its use. ADR is evidence-based and requires you to raise a dispute explaining what you are disputing and requires your landlord to provide evidence to justify the proposed deductions to the deposit. An impartial adjudicator will review the case and make a binding decision based on the evidence provided. The disputed deposit must be lodged with mydeposits for safekeeping during the dispute. We will distribute the money once a decision is made.

Notifying us of a dispute

Visit www.mydeposits.co.uk/tenants to raise a deposit dispute. Any one tenant on a Joint & Several Tenancy Agreement can raise a dispute, providing the name is on the DPC. They will need to confirm that they are acting on behalf of the other tenants. We will check the validity of the dispute before proceeding to ADR. If the deposit has been unprotected by either the landlord or us then you will have three months from the date of unprotection to raise a dispute (providing you vacate the property during that period). There is a whole section on our website which gives guidance and help on the dispute process.

PremiereHouse, 1st Floor, Elstree Way, Borehamwood, WD6 1JH
0333 321 9401
info@mydeposits.co.uk www.mydeposits.co.uk

Key details Housing Act 2004 - Prescribed Information Order

As well as protecting your deposit with an authorised Tenancy Deposit Protection Scheme, the Housing Act 2004 also requires your Landlord/Agent to provide you with specific information regarding the protection of your deposit – The Prescribed Information. My deposits assist your Landlord/Agent by providing much of the required information in this Certificate and within the 'Information for Tenants' leaflet. It is the responsibility of your Landlord/Agent to provide this information within 30 days of receiving the deposit from you. My deposits cannot be held liable in any way for the failure of your Landlord/Agent in providing this information or by the Failure to provide it within the 30-day period. For a full transcript of the requirements of The Housing (Tenancy Deposits) (Prescribed Information) Order 2007, please download a copy from our website: www.mydeposits.co.uk

The Prescribed Information requirements relating to tenancy deposits and how mydeposits assist the Landlord/Agent to meet the Requirement for you:

Requirement:	How met:
(a) The name, address, telephone number, e-mail address and any fax number of the scheme administrator of the authorised tenancy deposit scheme applying to the deposit.	mydeposits is administered by HFIS plc, T/A Hamilton Fraser Insurance (The Scheme Administrator). mydeposits, Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH. Tel 0333 321 9401 • Fax 0845 634 3403 • info@mydeposits.co.uk
(b) Any information contained in a leaflet supplied by the scheme administrator to the landlord which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, the Act.	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the shorthold tenancy ("the tenancy").	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy. NB: For the purposes of this paragraph the reference to a landlord or a tenant who is not contactable includes a landlord or tenant whose whereabouts are known, but who is failing to respond to communications in respect of the deposit.	If your Landlord/Agent is not contactable at the end of the tenancy you should contact mydeposits to raise a possible deposit dispute on 0333 321 9401 or notify us of a possible deposit dispute online at www.mydeposits.co.uk
(e) The procedures that apply under the scheme where the landlord and the tenant dispute the amount to be paid or repaid to the tenant in respect of the deposit.	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(g) The following information in connection with the tenancy in respect of which the deposit has been paid:	
(i) the amount of the deposit paid;	Provided within this Certificate of Protection.
(ii) the address of the property to which the tenancy relates;	Provided within this Certificate of Protection.
(iii) the name, address, telephone number, and any e-mail address or fax number of the landlord;	Unless protected under an Agent - the AST should contain the Landlords details.
(iv) the name, address, telephone number, and any e-mail address or fax number of the tenant, including such details that should be used by the landlord or scheme administrator for the purpose of contacting the tenant at the end of the tenancy;	The name and address of the tenant are provided within this Certificate of Protection but the telephone number, and any e-mail address or fax number of the tenant are recorded only in the mydeposits system data base.
(v) the name, address, telephone number and any e-mail address or fax number of any relevant person;	Provided within this Certificate of Protection when applicable.
(vi) the circumstances when all or part of the deposit may be retained by the landlord, by reference to the terms of the tenancy;	* My Deposits cannot assist here - this should be explained within the AST that you have signed.
(vii) confirmation (in the form of a certificate signed by the landlord) that - (aa) the information he provides under this sub-paragraph is accurate to the best of his knowledge and belief;	* My Deposits cannot assist here - only the Landlord/Agent can sign to confirm this.
(bb) he has given the tenant the opportunity to sign any document containing the information provided by the landlord under this article by way of confirmation that the information is accurate to the best of his knowledge and belief.	* My Deposits cannot assist here - you should check the details of your deposit recorded hereon and only sign if they are correct. If any information about your deposit recorded on this certificate is incorrect you should contact your Landlord/Agent.

* Please note that my deposits are unable to fulfil the requirements in paragraphs (g) (vi) and (vii) above on behalf of your Landlord/Agent and these requirements will have to be satisfied by them personally as explained above