clever



POCKET GUIDE

WELCOME TO YOUR clever HOME



WE'RE SO GLAD YOU'VE DECIDED TO JOIN THE CLEVER FAMILY! THIS GUIDE HAS LOTS OF TIPS ABOUT LOOKING AFTER YOURSELF, AND YOUR HOME, DURING YOUR TIME WITH US.

OUR ADDRESS:

2 QUEEN ANNE TERRACE
NORTH HILL
PLYMOUTH
PL4 8EG

CONTACT US:

01752 500511
hello@stayclever.co.uk

EMERGENCY NUMBER: (READ EMERGENCY PROCEDURE FOR TERMS)

07824374350

INTERNET

WE DO OUR BEST TO ENSURE AN UNINTERRUPTED SUPPLY BUT REMEMBER THAT WE DO RELY ON A SERVICE PROVIDER.



A Wi-Fi internet service is provided within your property. This service should be used responsibly by all tenants. Wi-Fi access codes for all Clever properties can be found on the router or are set as standard:

AaaBbbCcc1

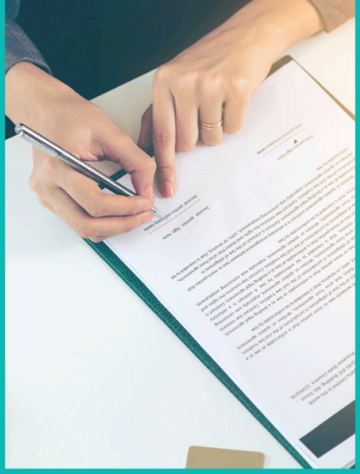
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Almost all our houses are run through Virgin Media – sometimes there will be a problem with the network.
Make sure to check the service provider's website:
https://virginmedia.com
and note if there are any issues regarding service in your area before reporting to us via Propertyfile.
https://clever.propertyfile.co.uk



TENANCY INFORMATION



YOUR TENANCY AGREEMENT IS LEGALLY BINDING TYPICALLY FROM 1ST SEPTEMBER - 17TH AUGUST (UNLESS OTHERWISE AGREED)

IF YOU HAVE ANY QUESTIONS ABOUT YOUR TENANCY, YOU ARE WELCOME TO CHAT WITH THE TEAM.

hello@stayclever.co.uk

CHANGE OF CIRCUMSTANCES

Your tenancy will cease on the end date unless agreed in advance. You should have a copy of your agreement; if you don't then we can provide you with one on request. If you have to leave University and can no longer continue your tenure in our property please contact us as soon as possible. In almost all cases your tenancy agreement will continue until a replacement tenant is found. You can use the various means at your disposal to find a replacement tenant (Student Union, social networking etc...) and we will also do our best to help find a replacement. We offer a robust re letting service to try and help.

GUARANTOR OBLIGATION

Your guarantor will take responsibility for your actions during your tenancy. Please remember if we have any concerns about your behaviour or welfare we can and will discuss with your guarantor. We do not like to take this course of action; occasionally we have no alternative. We may call or email your guarantor depending on our level of concern, and they will be informed if you miss any rent payments.

COUNCIL TAX

Full time students are exempt from council tax. You will be required to prove your exemption. If you are not a full-time student, we will invoice you for all costs incurred as a result of paying the council tax. You are responsible for this bill. Contact us as a matter of urgency if your status changes to part time, or if you leave your course.



TV LICENCE

If a TV license is included in your rent it covers the communal area of the property. You are responsible for any television used in your own room.

CONTENTS INSURANCE

It is your responsibility to insure your contents. You are responsible for maintaining insurance throughout your tenancy for personal goods and belongings. You shall have no claim against us for any loss or damage caused to your personal goods and belongings. If you leave your bedroom unlocked, you might void your contents insurance.

NOTICE

Over the year we will need to conduct viewings, maintenance visits, and sometimes visit the property in order to update photos. We like to let you know about all visits, as we know your privacy is important.
Please remember that you have permitted us to pass your contact information on to the maintenance team, to arrange a suitable time - please keep an eye out for their call!

Do not feel you have to be changing your day, we try to fit around you. If you have a big deadline or exam and the visit is inconvenient, please let us know. We will always try to move things around.

Your tenancy agreement is based on renting an individual room. We therefore reserve the right to enter communal areas as required. This communal access will generally be for maintenance or responsive work - we will always try our best to give you notice for communal areas anyway. We will always provide notice should we need to enter your room in anything other than an emergency, exceptional circumstance or response to a maintenance request.

Looking after the utilities

We have a climate emergency and we all need to do our bit to reduce our impact on the environment around us. Even small steps to reduce our energy usage can help if we all get involved and make the change together!

The landlord will pay the first £8.00 per week per tenant for all utilities used at the property in tenancies which are inclusive of utility bills.

Above this figure, you will be required to pay any additional costs.

It is important to monitor your energy use. To ensure your bill is accurate, please read your own energy meters and send us a picture: accounts@stayclever.co.uk

ENERGY HABITS

Try getting into good energy habits now to keep your bills low when you start paying your own bills!

Simple things like switching off lights and appliances, not overfilling the kettle, washing laundry at 30 degrees, and wearing extra layers can all help reduce your energy bill in the future.





EMERGENCY PROCEDURE

AMBULANCE/POLICE/FIRE
999 NON EMERGENCY 101

If you feel threatened for any reason, call the police.
If there is a fire, get out, stay out and call the fire brigade.

If you can smell gas, you must call National Grid Gas – they will attend 24 hours a day free of charge. Their number is **0800 111 999.**
For anything else that is a genuine emergency, where your safety or security is in jeopardy please contact us.

During office hours, you must use Propertyfile to report all maintenance.
https://clever.propertyfile.co.uk
You can get updates by calling the office or checking on the online system.

Outside of office hours (after 17:00 and before 09:30) you should text the emergency phone on **07824374350**.
Please ensure your text starts with your name, and property address.
The emergency line is for maintenance emergencies only.

An emergency is classed as a situation where you or the property is in jeopardy; this can be if the property is in jeopardy in the case of a major leak, the security of your house is compromised if a window or door is broken, or can't be locked.

If your internet stops working, this is an inconvenience but not an emergency – this will not be dealt with by the person on call and you will need to report on Propertyfile.

The emergency phone cannot be used to discuss rent or anything other than a maintenance emergency.

We will actively staff this service up to 22:00. After this time, we will attempt to help you but unfortunately cannot guarantee to; even if the member of staff is still awake, there is no guarantee that the issue will be resolved.

Please use common sense; a dripping tap can wait until the morning. If all of the electrics in your house cut out, then you must check the fuse box first – this is an oblong box with a row of switches on it, which is more than likely under the stairs or near the front door. Guidance can be found on Google or Youtube.

FRIDGE/FREEZER/WASHING MACHINE/TUMBLE DRYER & DISHWASHER

Should your white goods stop working or be without power, this is not classed as an emergency. A fridge freezer will hold for 48 hours with doors closed before items begin to defrost – we would not be able to get an engineer to attend your property and repair a fridge at 8pm. We may be able to get people to attend over the weekend, however, this is not guaranteed.

LOCKED YOURSELF OUT OF YOUR HOUSE?

You will be issued with a set of keys for entry to your property and your room upon move in. These are photographed to ensure you return the same set at the end of the tenancy. If you lose your keys you will be charged for replacements. If this happens during office hours - we will try to arrange a set of keys for you but this may not be immediately. Usually, the cost is around £25 per key, £50 for fobs and laundry cards are £10 but this is house dependant.

If you do not want to wait until the office is open:

You can arrange a locksmith of your choosing to gain entry for you, but you will be responsible for ensuring we have working keys for the property, and any damage caused. You will be required to pay for this.

You can request an out-of-hours call out from us to let you back in. The call-out fee if you are locked out of your home during evenings or at weekends is based on the time of day; before 22:00 there will be a charge of at least £50 and after 22:00 (we cannot guarantee that someone will be available to come out to you) the charge will be at least £75. You must make this payment on receipt of entry to the property. Cash or bank transfer is acceptable.

FIRE ALARM ISSUES

If your fire alarm is sounding, and there is no fire, you can contact CSL emergency. If a housemate has set off the alarm (by breaking a call point for example) and there is not a fire, they will be responsible for the cost. If your fire alarm is beeping, this is simply a low battery warning- please upload to Property File.

PLUMBING ISSUES

If you have a plumbing issue (major water leak) you can contact the emergency line. Alternatively, you can contact South West Water emergency line on 0344 346 2020.

FAILED LOCK

If you have a failed lock, (rather than a lockout) you can call or text the emergency phone.

BREAK-IN

If you have been broken into and your property is unsecure please contact the police. Of course, we hope you never need to use this procedure and if you do have any queries about your safety in your home then please let us know.

EVACUATION PROCEDURE

ALWAYS REMEMBER TO STAY CALM AND CALL THE RELEVANT AUTHORITIES



On discovering a fire: Raise the alarm by activating the closest fire alarm call point and shouting “fire fire fire”. Call the fire brigade. Attempt to fight the fire if you have been trained and you deem it safe to do so. (Never put yourself or anyone else at risk). On retreat, close the door to help prevent the fire and smoke from spreading. Evacuate the building using the nearest fire exit. (Do not stop to collect personal belongings). Take refuge in a safe area outside the property, and keep your distance from the building. Call 999.

If the fire alarm sounds: Call the fire brigade. Evacuate the building using the nearest fire exit. (Do not stop to collect personal belongings). Take refuge in a safe area outside the property, and keep your distance from the building. The evacuation of this building is to be carried out in an orderly manner with a degree of urgency. No one is permitted to re- enter the building until the attending fire officer says it is safe to do so.

If you set off a smoke alarm, by accident or in error and cannot silence the alarm, you can call the emergency maintenance line, but you will be charged a call-out fee.

MAINTENANCE & TIPS

maintenance@stayclever.co.uk



To log a maintenance request, simply scan the QR code above to report something on your PropertyFile account.

We aim to complete all requests for maintenance within a timely manner, but please keep in mind that maintenance is instructed at the discretion of the landlord and all jobs must get approval first. It is important to include as much information as possible and pictures where applicable.

Do not ignore any problems in the house, it is your responsibility to inform us.

Our opening hours are: Monday - Thursday 9:00 - 17:30 & Friday 9:00 - 17:00. 01752 500511 should be contacted during working hours.

Out of working hours, you can contact our 24-hour emergency number. Please remember that out-of-hours calls should only be used for emergencies. Non-emergency use of the number may be chargeable for those involved.

If you are unsure how to use an appliance, use this handy website to find the manual: www.manualslib.com

Text **07824374350 for emergencies**

Communal living

Communal living involves shared responsibility. The rules to successful sharing of a shared house apply to all. Communal areas should be kept clear from personal belongings, clean and tidy. This applies to kitchens, lounges, bathrooms, and communal hallways. Treat the property as a home, and show respect to your fellow housemates. Laundry should be removed from washing or drying facilities once complete.

Security

It is essential that front doors and bedroom doors are kept locked. You should always lock the front door whenever you enter or leave the property. Plymouth is an urban area and you should be aware of your safety, and that of your housemates. Leaving doors unlocked breaches your contract and could void contents insurance.

Invoices and Damage

Accidents happen, we know this. If you or your housemates are responsible for breakage, get in touch and tell us. We are happy to talk through charges for damage and this is always easier with your cooperation. If something breaks, let us help you and get it repaired. If damage is just wear and tear we will fix and repair it with no costs - if the damage is caused by your actions we will invoice you. Where damage is non-attributable (i.e. in a communal area) charges will be shared equally among all tenants. Attributable damages will be charged to the person responsible.

Mental Health Awareness

If you are struggling or feel like you need support do not suffer in silence.
MIND mental health has a 24-hour helpline at 03001233393
Alternatively, check in with your Student Union welfare hubs.



Anti-Social Behaviour

You live as part of a communal household and as such have a responsibility to your housemates and the wider community. Your tenancy agreement states the following, and we expect it to be adhered to at all times: "The tenant shall not at any time engage or encourage others to engage in anti-social behaviour."

Anti-social behaviour is anything that causes a nuisance or annoyance to other occupiers or/and nearby neighbours. Harassment to anyone in the local area (because of their race, colour, nationality, ethnic origin, sexuality, religion, politics, age, medical condition, or disability). Violence (including domestic abuse) against any person (including the Landlord, their agent, or anyone acting on their behalf) will not be tolerated. It is anti-social to encourage anyone else to carry out or threaten to carry out any of the above. The occupier, under the terms of the tenancy, is responsible for the behaviour of themselves, their family, and their visitors. The landlord and their management company will not tolerate anti-social behaviour, any breach of this agreement may lead to a loss of accommodation. We also have a zero-tolerance policy on illegal drugs and will not hesitate to inform the police where necessary.

Cleaning

Some of our properties will receive a communal cleaning service. This is a service provided by the landlord to maintain properties, rather than a service intended to free you from the burden of cleaning! A rota can help with cleaning duties in the communal area. A tidy home is a happy home. Cleaners visit on a monthly or bi-monthly basis. If you do not make an effort to help keep the house clean you will not feel the benefits of this service. If the standard of communal cleaning falls below an acceptable level we may charge you for additional cleaning. Upon vacation your house should be left clean and tidy, if not we will bill for the cost.

Please note that communal cleaning is not provided as a service within your tenancy agreement, it is simply a free additional service provided to you at the landlord's discretion.





Mice

Plymouth is a densely populated city and does experience mice, rodents, and other pests occasionally. To be successful, pests need a place to live and breed that is safe with ample food supply. If you can deny them access to any of these requirements you will minimise your chance of experiencing this problem. Keep your property clean and tidy, especially regarding food waste. Sometimes a street or area will have an issue and you can be as tidy as possible but problems may occur with mice and pests. Should a problem arise it is worth considering some more humane options. As well as making sure your house is tidy and free from available food sources mice are particularly deterred by peppermint oil, so this could be a consideration. If you are unable to solve the problem yourself please contact us and we can call in an exterminator. Please remember that if the professional feels that you have caused the problem we will pass the costs of these visits on to you.

Bed bugs

Contrary to what you may have heard, there isn't really a prevention for bed bugs. Changing a mattress is not the solution! If you notice any blood spots on your bedding or black nests in your bed frame, let us know. We may need to fumigate your property (you only need to vacate between 6 - 8 hours). The best thing you can do until we can get someone to your property is to pull your bed away from the wall and any other furniture.

Parking

If parking on the street requires a permit you will need to contact Plymouth City Council 'Parking Shop' on 01752 304021 to apply or submit an application on the Plymouth City Council website. Parking permits are managed by Plymouth City Council – some properties will not qualify.

Your tenancy states: (4.11) No on street parking or private of any kind is guaranteed including parking permits. Please refer to Plymouth City Council for information on Parking.

First Come First Parking

Any parking is done on a first come first serve basis. This may mean a chat with your housemates about who parks where if spaces are limited. If the spaces are monitored by PPS, please email us with your car registration, Make, Model and Address. Your car will be registered within 7 working days, so park elsewhere to avoid tickets. We won't be able to revoke any tickets received should you fail to comply with these terms. Clever will not monitor the spaces, however, we will try to help if issues occur.

Please note, Tamar House, Ocean House, Peninsula and The Royal do not have any parking.

Caring for Appliances

Always check out the appliance guides and instructions for items in the house!

Under the terms and conditions of your tenancy agreement, you must look after the contents. Care is needed where domestic appliances are concerned and below are a few instructions to help assist.

Washing Machine

Ensure that all items are removed from pockets of clothes before putting them into the machine.

Tumble Dryer

Ensure that all items are removed from pockets of clothes. Ensure the filter is kept free from fluff and fibres.

Dishwasher

Ensure you use dishwasher powder or tablets. You will also need to regularly use the machine with 'rinse' fluid.

Vacuum Cleaner

If the appliance uses an internal 'dust' bag ensure that you only use the type recommended for that particular model and that the bag is changed regularly and filters are cleaned. Only use your vacuum cleaner for everyday use.

Radiators

Do not place damp or wet items of clothing over the radiators as this reduces the effectiveness of heating the room.

If you want to find an appliance guide, this website is the place to go https://www.manualslib.com



Care Of The Property

You are responsible for the care of the property. Should any problems come to your attention, that you do not believe to be your responsibility, please tell us as soon as possible.

Condensation

Condensation occurs on cold surfaces. It can damage the décor, floor coverings, clothes, and bedding and can cause mould. New buildings often take a long time before they are fully dried out and may need extra heat and ventilation. Older buildings can have cooler walls due to their construction which can lead to increased condensation, so may need to be cleaned occasionally with a mould solution. This is your responsibility as the tenant. Extractor fans should be used whenever water vapour is being produced, i.e. cooking, and bathing. Doors and windows should be kept closed when using the fan and it should be left running until any mist clears from the windows. Tumble dryers (other than condensing types) for laundry should have the moist air ducted outside. Keep all rooms heated and ventilated with even temperatures throughout. Open the window or use the extractor fan where fitted, keep the bathroom door closed when bathing and open the window. If possible keep some heating on at all times during cold weather. Remember, warmth and ventilation help prevent condensation.

Mould

Occasionally you may notice some mould growing on the colder external walls of your property, often caused by small amounts of condensation. Please follow the steps above to help minimise any condensation. Mould can be cleaned using a variety of cleaning products available at the local shops. (before it becomes dry). If you have a problem with mould that is not the result of poor ventilation please contact us.

Frost Precaution

Every precaution must be taken to avoid frost damage and burst pipes during cold weather so you are advised to leave the central heating system on at an adequate level to maintain a proper room temperature. Most radiators have a frost setting (a star on the control) which will maintain enough warmth to avoid freezing.

No Smoking

All Clever properties are completely no smoking. Smoking in your property is not only disrespectful to your housemates but also to the property itself. If you are found smoking or with clear signs of smoking within your room or the communal areas, up to £300 may be charged. This charge is to cover the cleaning and painting of affected areas. This charge will be applicable each time the issue occurs.

Zero Drugs Tolerance

Clever runs a zero-tolerance approach to drugs within our properties. If you are discovered or reported to be abusing substances we will inform the police and also your guarantor. You will also face any relevant charges for damage that may have been caused by your actions.

Rebooking

Existing tenants are given the chance to rebook their property for the following academic year. We will send an email to all tenants to allow them to do this. Clever begin property viewings from mid-October – if you would like to re-book your room just let us know. You have an exclusive option to rebook before viewings – and at any time after, provided it has not been booked. We have a huge range of houses if you fancy a change make us your first stop!



Moving Out

This guide suggests ways that you can help minimise any charges we are forced to make. This saves you money, and the hassle of having a guarantor receiving a bill for cleaning you could easily have completed yourself! In an ideal world, none of our tenants would receive any charges, as you would have left your room in great condition, almost as it was presented to you. The remainder of the communal, or shared spaces would be clean and free from personal possessions.

The End Of Tenancy information in your tenancy agreement is as follows:

Your tenancy states - (7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy, with fair wear and tear excepted, and to remove all the Tenant's personal effects and any waste or rubbish from the Property. Any belongings left in the property at

the end of the fixed term will be removed at the tenant's expense. Clever will not be held liable in any terms for any Tenant items left. (7.2) To be responsible for any damage or cleaning to the shared areas within the Property caused by the Tenant or his visitors. (7.3) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy.

(7.4) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner) at 12:00 noon. The Tenant also agrees to pay for any reasonable charges incurred by the Landlord or his Agent in replacing keys or securing the Property against re-entry where keys are lost or not returned. Replacement door entry Fobs are a flat rate charge of £50(inc. VAT) if lost. Laundry Cards not returned are charged at £25 per card.

COMPLAINTS PROCEDURE

We are committed to providing a professional service to all our clients and customers. When something goes wrong, we need you to tell us about it. This will help us to improve our standards.

If you have a complaint, please put it in writing to complaints@stayclever.co.uk, including as much detail as possible. We will then respond in line with the timeframes set out below (if you feel we have not sought to address your complaints within eight weeks, you may be able to refer your complaint to the Property Redress Scheme to consider without our final viewpoint on the matter). Please note we will only consider complaints within 2 months of the issue and at no point are your statutory rights affected.

What will happen next?

We will send you an email acknowledging receipt of your complaint within three working days of receiving it.

We will then investigate your complaint. This will normally be dealt with by the operations team who will review your file and speak to the members of staff and subcontractors who dealt with you. A formal written outcome of our investigation will be sent to you within 15 working days of sending the acknowledgment letter.

If at this stage, you are still not satisfied, you should contact us again andwe will arrange for a separate review to take place by a senior member of staff.

We will write to you within 15 working days of receiving your request for a review, confirming our final viewpoint on the matter.

If you remain dissatisfied, you can then contact The Property Redress Scheme to request an independent review.

Property Redress Scheme, Premiere House, 1st Floor, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH
Telephone: 0333 321 9418 Email: info@theprs.co.uk

Before making a complaint the following must occur.

- You have written to complain about the matter and allowed a minimum of 8 Weeks for a response.

-If you have not received a response after 8 weeks or you are unhappy with the response you have received, your complaint must be made to the Property Redress Scheme within 12 months of your last communication.

PRS Property Redress Scheme

If you don't tell us
We can't help



Emergency

Where life is threatened, people are injured, offenders are nearby or if immediate action is required.

999

Deaf / hard of hearing or speech impaired

999 Emergency - SMS / text number.

Non-emergency

If a crime has already happened or to give information about a crime.

www.dc.police.uk/reportcrime 101@dc.police.uk

101 www.dc.police.uk/find-team

Deaf / hard of hearing or speech impaired

67101 Non-emergency - SMS / text number

Alternatively visit our website www.dc.police.uk or for help and advice or to answer your questions.

Lost and found property

Most found property does not need to be passed to the police, it can be handed to the premises owner.

Most lost property can be logged via www.reportmyloss.com

For more information please go to www.dc.police.uk

Follow us

DevonAndCornwallPolice

DC_Police

DCPolice

dc_police.999

Living in Plymouth

Plymouth is an extremely vibrant and diverse city to live in and we want you to enjoy living here. However, it is important to remember that your behaviour as a student impacts greatly on the city and the other people living here.

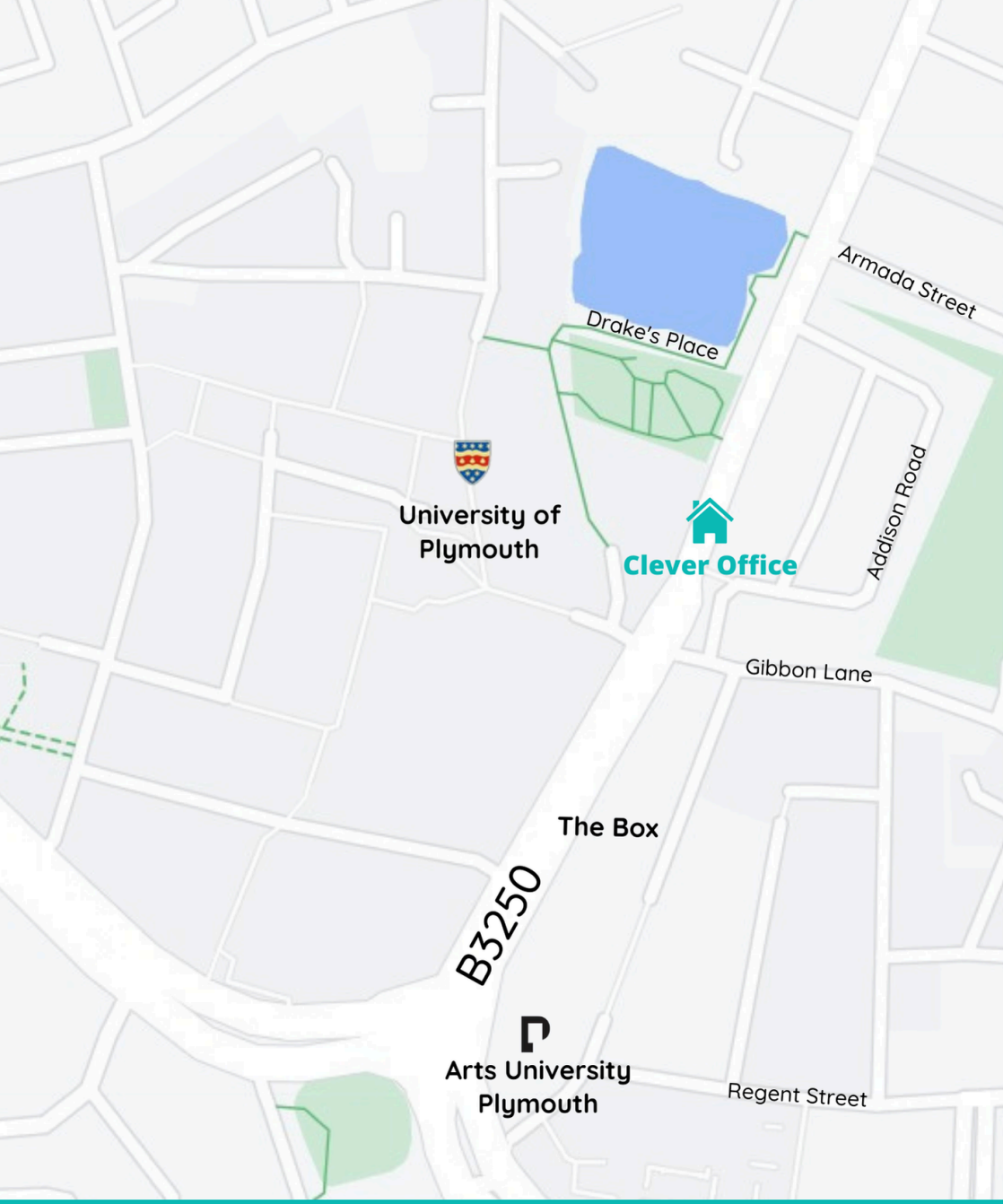


Always consider how your behaviour will affect others

Whilst the area you live in might be seen as a 'student' area, there may be people living in your area who are not students, for example families and older people. It is important to maintain a good relationship with your neighbours and respect their lifestyles and property. Noise disturbance can impact on everyone.

Playing loud music, having parties and shouting in the street may seem harmless but it will impact on your neighbours whether students or local residents. Try to enjoy yourselves without disturbing other people in your area.

Environmental health/pollution - https://www.plymouth.gov.uk/environmentandpollution



CMP Client Money Protect
DPS Deposit Protection Service
PRS Property Redress Scheme
arla | propertymark
tsi APPROVED CODE TRADINGSTANDARDS.UK

The Deposit Protection Service Custodial Terms and Conditions

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 Department for Levelling Up, Housing & Communities ("DLUHC")
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:
i. the transfer of a Tenancy from the existing Landlord to a new Landlord;
ii. the transfer of a Tenancy from the existing Tenant to a new Tenant; or
iii. 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 – 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

a. 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.
b. The ways you can contact us are set out in section 4 "Ways to Contact us".
c. Our Scheme is free to use except in the circumstances set out in section 25 "Costs".
d. 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.
e. 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.
f. 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.
a. 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.
b. 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. The Landlord will need to provide additional information to complete the Prescribed Information.
c. 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:
i. the amount of the Deposit that should be repaid to the Landlord with reasons; and

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.
ii. Parties can also communicate with us by visiting the 'Contact' section at www.depositprotection.com.
iii. If a Dispute is being dealt with by the Dispute Resolution Service, we can be contacted at 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
I. Landlords
a. 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 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.

. 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 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. hold in relation to Tenancies, and Deposits for which they are responsible are upto-date and factually correct.
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.

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
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. 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
v. 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 it and return it to us so that we receive it within 14 Calendar Days of when we issued it (the Statutory Declaration Notice deadline). The responding Party can also submit their response via the online service by logging into their online account or by calling our Customer Service Contact Centre by the Statutory Declaration Notice deadline. They must indicate their responses to a. (i) – (iii) above. If we do not receive the completed Statutory Declaration Notice by post, via the online service or via a call to the Customer Service Contact Centre 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 or responds to the Statutory Declaration Notice so that we receive it or their response 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 or responds to the Statutory Declaration Notice so that we receive it or their response 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 or responds to the Statutory Declaration Notice so that we receive it or their response 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. 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

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 DLUHC 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 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

HM Government

How to rent

The checklist for renting in England

View this document online here



Contents

1. Before you start 3
Key questions 3
Ways to rent a property 4

2. Looking for your new home 5
Things to check 5
Licensing requirements 7

3. When you've found a place 8
Check the paperwork 8
Things the landlord must provide you with 8
Check if the property is suitable for your needs if you are disabled 9

4. Living in your rented home 10
Things the tenant must do 10
Things the tenant should do 10
Things the landlord must do 11
Things the landlord should do 11

5. At the end of the fixed period 12
If you want to stay 12
If you or the landlord want to end the tenancy 12

6. If things go wrong 14
Protection from eviction 15

7. Further sources of information 16

If you have downloaded a copy of this guidance, please check you have the most up-to-date version by following this link:

GOV.UK/government/publications/how-to-rent

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 them 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 also 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 on property guardians), nor tenants where the property is not their main or only home.

1.Before you start

Key questions

- Is the landlord or letting agent trying to charge any fees 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 one week's rent. Viewing fees and tenancy set-up fees are not allowed. See the 'Permitted fees' section below for more details.
- How much is the deposit? Since 1 June 2019, there has 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 five weeks' rent. If the annual rent is £50,000 or above, the maximum deposit is six weeks' rent. The deposit must be refundable at the end of the tenancy, usually subject to the rent being paid and the property remaining in good condition, and it must be 'protected' during the tenancy. See the 'Deposit protection' section below.
- How long do you want the tenancy for? The landlord must allow you to stay in the property for a minimum of six months. Most landlords offer tenancies for a fixed term of six or 12 months. However, it is possible to negotiate a longer tenancy, or you could agree to a tenancy which rolls over on a weekly or monthly basis. These tenancies have no fixed end date after the minimum of six 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 rate to 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 guidance on managing rent payments on Universal Credit.
- Which area would you like to live in and how are you going to look for a rented home? The larger the area you are prepared to look in, 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 in the UK? Landlords in England must check that all people aged 18 or over have the right to rent before the start date of the tenancy agreement. There are three types of right to rent checks: a manual document-based check, a check using Identity Verification Technology via the services of an identity service provider, 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 guarantee? Some landlords might ask someone to guarantee your rent. If you don't have a guarantor, you can ask Shelter for advice.
- Do you need to make changes to the property? If you are disabled or have a long-term condition and think you may need to make changes to the property to allow you to live independently, discuss these with your landlord or agent.

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 council can advise you about accreditation schemes operating in your area.

The National Residential Landlords Association and the Guild of Residential Landlords run national schemes.

If your landlord lives outside the UK, you may be responsible for paying tax on the rent to HM Revenue and Customs. For advice, call their non-resident landlord scheme helpline on 0300 322 9433.



Through a letting agent

Letting agents must be members 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 the Guild of Property Professionals, Propertymark, Safeagent, the Royal Institution of Chartered Surveyors or the UK Association of Letting Agents.

If your landlord lives outside the UK, the letting agent will be responsible for paying any tax due on the rent to HM Revenue and Customs.



Watch out for scams!

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

2. Looking for your new home

Things to check

- **Deposit cap.** Check that the tenancy deposit you're being asked for is not more than five weeks' rent where annual rent is less than £50,000, or six 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 council 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. Depending on the product, you may need 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.
- **Length of tenancy.** There is usually a fixed period of six 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, the landlord must allow you to stay for a minimum of six 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. Usually, the tenant pays for these bills. See advice on paying bills.
- **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 make sure there is at least one smoke alarm on every floor used as living accommodation, and carbon monoxide alarms in all rooms that have a fixed combustion appliance and are used as living accommodation.
- **Safety.** Check that the property is safe to live in, and 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 Homes (Fitness for Human Habitation) Act 2018 guide for tenants. You should also check whether your tenancy agreement excuses you from paying rent if the building becomes unfit to live in due to, for example, a fire or flood.
- **Flood risk.** Your area may be at risk of flooding. Check the long-term flood risk to find out.

Check who your landlord is

Make sure you have the name of your landlord and an address in England or Wales where you can serve them 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 five weeks' rent where the total annual rent is less than £50,000, or six 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 one 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 for 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 actions done by someone other than the landlord or tenant but that the landlord must pay for

Licensing requirements

Houses in multiple occupation

Houses in multiple occupation are usually properties where three or more unrelated people share facilities such as a kitchen or bathroom.

Some houses in multiple occupation must be licensed. Check that your landlord has the correct licence. There are extra requirements for landlords of houses in multiple occupation whether they need a licence or not. Go to GOV.UK/private-renting/houses-in-multiple-occupation for more information.

Selective licensing

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



3. 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 them 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 or letting agents cannot charge certain fees. See the government's guidance on the Tenant Fees Act 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.

Things the landlord must provide you with

- A copy of the guide, 'How to rent: the checklist for renting in England', either as a hard copy or, with your agreement, via email as a PDF attachment.
- A gas safety certificate before you occupy the property. They must also 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 give 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, 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 E or above (unless a valid exemption applies) before being let out. You can also search online for the energy performance certificate and check its rating.
- A report that shows the condition of the property's electrical installations. The landlord also has to give this to the local council if they ask for it. The electrical wiring, sockets, consumer units (fuse boxes) and other fixed electrical parts in rented homes must be inspected and tested every five years, or more often if the inspector thinks necessary. Throughout the whole time a tenant is living at the property, national electrical safety standards must be met.
- Evidence that smoke and carbon monoxide alarms are in working order at the start of the tenancy. Tenants should then regularly check they are working.

Check if the property is suitable for your needs if you are disabled

- Accessibility. If you are disabled or have a long-term condition, you can request reasonable adjustments from your landlord or agent. This could include changes to the terms of your agreement, or home adaptations and adjustments to common parts of a building to make your home accessible to you. Your landlord or agent should respond in a reasonable timeframe and if they refuse a request, they should explain why they do not consider it reasonable. Your landlord can ask you to pay for the changes you asked for. However, you can check to see if you are eligible and apply for a Disabled Facilities Grant to help with the cost of adaptations. Your landlord can also apply for funding on your behalf.

4. Living in your rented home

Things the tenant must do

- Pay the rent on time. If your rent is more than 14 days late, you could be liable for a default fee. This is limited by the Tenant Fees Act to interest on the outstanding amount, capped at 3% above Bank of England base rates. The landlord or agent cannot charge any other fees. For more information, please read the government's guidance on the Tenant Fees Act. Further, you could lose your home because you have breached your tenancy agreement. If you have problems, GOV.UK has links to further advice on rent arrears. Also 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.
- Don't take in a lodger or sub-let without checking whether you need permission from your landlord.

Things the tenant should do

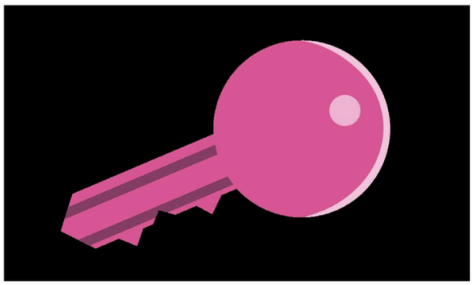
- Make sure you know how to operate the boiler and other appliances and know where the stopcock, fuse box and any meters are located.
- Regularly test your smoke alarms and carbon monoxide detectors – at least once a month.
- Report any need for repairs to your landlord. Failure to report the need for 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. If your area is at risk of flooding, make sure your insurance covers this.
- Consider having smart meters installed. Smart meters can help you keep an eye on your energy bills and make changes to save money. If the energy bills are in your name or you prepay for your energy, you can choose to have smart meters installed, though you should check your tenancy agreement first and let your landlord know. If your tenancy agreement says you need your landlord's permission to alter metering at your property, they should not unreasonably prevent it. Smart Energy GB has independent information about the benefits of smart meters for tenants and how to ask your supplier for the installation. If your landlord pays the energy bills, you can ask them to have smart meters installed.
- Register to vote at your new address.

Things the landlord must do

- Maintain the structure and exterior of the property.
- Ensure the property is free from serious hazards throughout your tenancy.
- Fit smoke alarms on every floor and carbon monoxide alarms in rooms with fixed combustion appliances such as boilers, 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 an electrical safety check by a qualified and competent person every five years (this applies to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021).
- Consider requests for reasonable adjustments from tenants who have a disability or long-term condition. Reasonable adjustments could include changes to the terms of your tenancy or allowing adaptations or adjustments to your home or common parts of the building. Landlords (or agents) must respond to your request in a reasonable timeframe. If they refuse a request they must explain why. Foundations can offer advice on getting home adaptations.
- Seek your permission to access your home and give at least 24 hours' notice of proposed visits for things like repairs. 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 energy efficiency band E (unless a valid exemption applies).
- Carry out a Right to Rent check.

Things the landlord should do

- Insure the building to cover the costs of any damage from flood or fire.
- Check regularly to ensure that all products, fixtures and fittings are safe and that there haven't been any product recalls. Help is available at the Royal Society for the Prevention of Accidents, the Chartered Trading Standards Institute and the Child Accident Prevention Trust.
- Ensure blinds are safe by design and they do not have looped cords to prevent accidents. This is especially important in a child's bedroom. More information can be found on the Royal Society for the Prevention of Accidents' website.



5. At the end of the fixed period

If you want to stay

If you want 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 serving you with a notice proposing a new rent.

If your landlord has served you with a notice proposing a new rent, you can make an application to challenge the proposed rent in the tribunal.

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 Tenant Fees 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 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. Normally, the landlord must allow any fixed period of the tenancy to expire and they must give you the correct period of notice, which varies depending on the type of tenancy and the reason they want 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 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.

If you do not leave at the end of the notice period, your landlord will need to apply for a court order to evict you, and must arrange for a warrant of possession to be executed by bailiffs if you remain in your home after the date given in the order. However, if you seek advice and support as early as possible, it is more likely that you will be able to resolve any issues and remain in your home.

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 residential tenants 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, and you must give it in writing. Make sure you keep a copy of the document and a record of when it was sent. Please see the 'If things go wrong' section below if you want 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.

B ills

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.

6.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 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 members of a government-approved redress scheme.
- If you want 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 gain 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 early on. Should you need further help, contact your local council, 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. Also 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 council. They have powers to make landlords deal with serious health and safety hazards. You can also report this to your local Trading Standards office.

- 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 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 Shelter's advice on section 11 of the Landlord and Tenant Act 1985.
- If you have a serious complaint about the property and your local council 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 six 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 councils may prosecute or fine the landlord up to £30,000. Local councils have powers to apply for banning orders which prevent landlords or property agents from managing 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 banning order offences.

- If a landlord or letting agent charges you a prohibited payment (a banned fee according to the Tenant Fees Act 2019) or unlawfully keeps a holding deposit, they could be liable for a fine of up to £5,000. If there are multiple breaches, they could be liable for a fine of up to £30,000 as an alternative to prosecution. Local councils 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 Tenant Fees Act. Tenants are also able to make an application to the tribunal to recover a prohibited payment, which can order a landlord or agent to repay a payment which has been charged unlawfully. The government's guidance on the Tenant Fees Act contains more information.
- If your landlord is making unannounced visits or harassing you, contact your local council. If more urgent, dial 999.
- If you are being forced out illegally, contact your local council. Shelter and Civil Legal Advice 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.
- 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, contact the housing department of your local council 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 council should not wait until you are evicted before taking action to help you.

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. 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 council, where there has been 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 councils may keep 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 council and the tenant.

More information on how to apply for a rent repayment order is available on GOV.UK.

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

7. Further sources of information

Read further information about landlord and tenant 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 questions and answers

Tenancy deposit protection schemes

Your landlord must protect your deposit with a government-backed 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. Use the links below to find out which scheme your agent belongs to.

£ 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 council – to make a complaint about your landlord or the condition of your property

£ Redress schemes – to make a complaint about your letting agent

£ MoneyHelper – 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

£ Foundations – a national organisation that can provide advice and help disabled people apply for funding to make adaptations to their home

£ Smart Energy GB – for help and advice on installing a smart meter and tips on energy efficiency

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.

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