

Scheme Rules

Insurance based
tenancy deposit protection

Eighth Edition - Effective from April 2014



**AN INSURANCE-BASED
TENANCY DEPOSIT PROTECTION
SCHEME FOR ENGLAND AND
WALES APPROVED UNDER
THE HOUSING ACT 2004**



A word from our Chief Executive Officer

Dear member,

Welcome to mydeposits, a government authorised tenancy deposit protection scheme for England and Wales.

Whether you are joining mydeposits for the first time or have been a member previously please read these Scheme Rules thoroughly. It is a condition of your membership that by joining the scheme you agree to abide by the terms and conditions of these Scheme Rules as a legally binding “contract of membership” along with the undertakings and conditions contained in our Application Form.

I also recommend that you read the information guides and leaflets available on our website or by contacting us by telephone.

I wish to bring to your attention, that it is your responsibility to correctly protect and un-protect deposits in accordance with these Scheme Rules. At the end of the fixed term of the tenancy the deposit will be un-protected by the scheme unless you inform us otherwise. If a new fixed term tenancy is granted then the deposit protection must be renewed/re-protected and the relevant fee paid. If the tenancy rolls over into an SPT then the deposit does not require re-protecting but you must inform us of the status of the tenancy.

We have added clauses relating to our annual membership members to this edition of the Scheme Rules.

In accordance with previous versions of the Scheme Rules this 8th edition supersedes all previous editions and we will rely on this edition from 7th August 2014.

You will notice that we have separated the rules relating to deposit disputes into its own document entitled the Conditions of Deposit Disputes. This document is an addendum to the Scheme Rules and members and tenants agree to abide by them in relation to deposit disputes dealt with by the scheme.

We aim to provide a friendly and efficient service at all times. I wish you all a positive and successful year and thank you for being a member of mydeposits.

Yours sincerely

Eddie Hooker

Eddie Hooker
Chief Executive Officer - mydeposits



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Definitions

Wherever the following words and phrases appear in the Scheme Rules they have the following meanings to interpret and enforce the Scheme Rules and Rules of Deposit Disputes.

All references to persons, agents, landlords, and tenants in these Scheme Rules shall include, a company, partners and both male and female genders.

NB: notes are intended to assist and only provide information and explanation.

The Act

The Housing Act 2004 (as amended) and including any statutory instruments made thereunder.

Actual End Date of Tenancy

The date the tenant leaves the residential property with or without the agreement of the member.

Adjudicator

The qualified person appointed by the scheme to make a decision through ADR.

Agent

A letting or managing agent acting with the authority of landlord clients to take and hold deposits.

Alternative Dispute Resolution (ADR)

An impartial and legally binding service offered by us to our members and their tenants as an alternative to court action for resolving deposit disputes.

Application Form

The Application Form that a prospective member completes either online or in paper form.

NB: The Application Form and these Scheme Rules form a Membership contract.

Assured Shorthold Tenancy (AST)

An assured shorthold tenancy within the meaning of Chapter 2 of Part 1 of the Housing Act 1988.

Calendar Day(s)

Any Gregorian calendar day of the year (See definition of 'working day').

Client Money Account

A segregated and ring-fenced client money account with a UK clearing bank or building society which is free of lien, charge or adverse claim and is retained for the specific purpose of holding client money only.

NB: Unlawful interference with a client money account is a criminal offence.

Company Landlord

A public or private limited company (PLC or LTD), a limited liability partnership (LLP) or a sole trader who uses a trading name, that owns and lets residential property on an AST with the landlord being the name of the company.

Default ADR

ADR initiated by us when the member fails to respond to notification of a deposit dispute within the statutory time limit.

Department for Communities and Local Government (DCLG)

The Government department which authorises us to run the scheme.

Deposit

Any money intended to be held (by the member or otherwise) as security for:

- (a) The performance of any obligations of the tenant; or
- (b) The discharge of any liability of the tenant's, arising under or in connection with the tenancy.

NB: This does not include a holding deposit held by a landlord or agent. A holding deposit is an amount of money taken from a prospective tenant by a landlord or agent prior to the parties entering into an AST. The holding deposit can form part of the deposit when the parties enter into the AST and at that point the full deposit amount as stated in the AST should be protected.

Deposit Dispute

When the division of the deposit is being disputed with the scheme.

Deposit Protection Certificate (DPC)

A certificate produced by us confirming the protection of the deposit.

Deposit Protection Fee

The fee payable by the member to us to protect the deposit.

Designated Account

Our bank account designated to hold disputed deposit amounts pending agreement between the parties, or a decision by ADR or the court.

Dispute Acknowledgement Form

A Scheme Form we send to a member to return to us within 10 working days of receipt to acknowledge a deposit dispute.

NB: The form requires the Member to state if he chooses ADR or not and informs him to lodge the disputed deposit amount with us.

Dispute Notification Claim Form (DNCF)

A Scheme Form to initiate a deposit dispute for completion by the tenant.

Dispute Papers

The DNCF (with supporting evidence from the tenant) initiating the deposit dispute, the Dispute Rebuttal Form and any rebuttal evidence submitted by the member.

Dispute Rebuttal Form

A Scheme Form to allow a member to respond to the tenant's DNCF.

NB: Rebuttal evidence is to be submitted with this form.

Disputed Deposit Amount

The amount of the deposit which is the subject of a deposit dispute.

Interested Party

A third party who has contributed to the deposit and is named on the DPC (not guarantor).

Joint Tenancy Agreement

When more than one tenant enters into an AST and all the tenants are jointly and severally responsible for the terms of the AST.

Joint Tenancy Information Form

A Scheme form to assist the member if they protect a deposit relating to joint tenants (see C2.1).

Joint Tenants

Thetenants named on a Joint Tenancy Agreement and who have their deposit protected by the scheme.

Landlord

An individual(s) who owns and lets residential property on an AST.

Landlord Client

A landlord who instructs an agent member to hold their tenant's deposit(s).

NB: The landlord client must be registered with us by the agent member.

Lead Tenant

One tenant who is authorised by all joint tenants.

Member/Scheme Member

A landlord or agent who is a member of the scheme.

Membership Fee(s)

Joining or renewal fees payable by the member for scheme membership.

Membership Period

The period of agent membership (usually twelve months) for which membership fees have been paid.

NB: See B2 for membership cancellation.

mydeposits

The trading name of Tenancy Deposit Solutions Limited (TDSL).

Own(s)

Freehold, leasehold (not by tenancy) or commonhold estate interest, whether sole or joint, in residential property.

NB: Ownership by AST, letting of any kind or leases of less than seven years are excluded.

Prescribed Information

The information a landlord must provide to the tenant with regards to the deposit protection in accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Protect/Protection/Deposit Protection

The protection of a deposit by a member, with the Scheme.

Rebuttal Evidence

The evidence to support the Rebuttal Form (must include a copy of the AST agreement).

Regulatory Requirement

Statutory regulations imposed by legislation.

Residential Property

Any privately owned property in England and Wales including, a flat, maisonette, part of a building, house or set of rooms let under an AST.

Risk Assessment

The checks we carry out on members in accordance with B1.

Scheme

The mydeposits tenancy deposit protection scheme approved by CLG and administered by us pursuant to the Act.

Statutory Periodic Tenancy (SPT)

When an AST comes to the end of the fixed term and continues with no defined end date (no fixed notice period is given by either party).

NB: Where the term SPT is used, it also means contractual periodic tenancy if the original fixed term agreement contains a clause relating to the continuation of the tenancy at the end of the fixed term.

Sub-let

A tenancy where a person (usually a tenant under another tenancy), acts as a landlord without owning the residential property.

NB: The scheme will not protect a deposit taken on a sub-letting.

Tenant

A person who takes a letting and pays rent to a landlord/agent under an AST.

Three Months

Three months means three calendar months, for example; 1st January to 31st March or 15th January to 14th April.

UK Resident

A person with an address at which they are permanently resident (i.e. not out of the country for more than three months at a time) in the United Kingdom (excluding the Isle of Man but including the Channel Islands) or a serving member of HM Forces stationed outside the United Kingdom for operational purposes.

Un-Protect/Un-Protection/Un-Protecting (of the Deposit)

The ending of the deposit protection by the member or the scheme.

We/Us/Our

The scheme – TDSL trading as mydeposits.co.uk

Working Day

Any calendar day excluding Saturdays, Sundays, Christmas Day, Good Friday and any day which, under the Banking and Financial Dealings Act 1971, is a bank holiday in England and Wales.

NB: For use in sections D and E with regard to important time periods. Also see definition of 'calendar day'.

Section A: Membership

A1 Membership acceptance criteria

A landlord (either an individual or a company) can apply to be a member, online by telephone or using the paper Application Form. The landlord agrees to be bound by the terms of the Scheme Rules, Conditions of Deposit Disputes and the Application Form as a contract of membership.

An agent must complete an Application Form and confirm agreement to the Scheme Rules and Conditions of Deposit Disputes all of which form the contract of membership.

The contract of membership includes conditions and undertakings by the member. The conditions are continuing obligations to which members are contractually bound. The member must tell the scheme about any relevant changes to the membership conditions. The scheme relies on the accuracy of the information provided.

A1.1 The member, as landlord must:-

- A1.1.1 Use our Application Form to join the scheme;
- A1.1.2 Own and let residential property in England or Wales and be named on the AST agreement (of the protected deposit) as landlord;
- A1.1.3 Always hold and remain accountable for protected deposits;

- A1.1.4 If an individual, not be a patient under the Mental Health Act or subject to any bankruptcy, receivership or insolvency order;
- A1.1.5 If a company then be free of any petition to wind up, liquidation, receivership or insolvency orders;
- A1.1.6 Where a charity acts as landlord it must join as a company landlord.
- A1.1.7 The landlord's address for service cannot be an address which is the subject of a live deposit protection.

A1.2 The member, as agent must:-

- A1.2.1 Use our Application Form to join the scheme;
- A1.2.2 Let and/or manage residential property in England and Wales with the continuing authority of landlord client(s);
- A1.2.3 Always hold deposits on behalf of landlord client(s) and ensure that such deposits never form part of the agent's money or assets;
- A1.2.4 Always hold deposits in a client money account and agree to provide evidence of this client money account when requested by us (See B1);

- A1.2.5 Be free of any petition to wind up, liquidation, receivership or insolvency orders;
- A1.2.6 Only protect deposits which they hold. If any deposit is held by a landlord client then the landlord client must become a member of the scheme to protect the deposit with us.

A1.3 Agent member registration of landlord clients:

- A1.3.1 With regards to the registration of a landlord client, the agent member must:
 - A1.3.1.1 Complete the Landlord Client Registration Form (either online or by paper downloadable from the Scheme website) to register landlord clients with us (making sure all contact details for that landlord client are correct);
 - A1.3.1.2 Give the landlord client a copy of the Scheme Rules;
 - A1.3.1.3 Tell the landlord client that he is ultimately responsible for the deposit and that he has obligations to the tenant regarding the deposit paid under the terms of the AST (even if the agent acts fraudulently or becomes bankrupt).

- A1.3.2 With regard to the registration of landlord clients, the agent member must NOT:
- A1.3.2.1 Use the agent member's or the tenancy address as a contact address for the landlord client;
 - A1.3.2.2 Attempt to register a landlord client who would not be accepted if the landlord applied for membership.

NB: If an agent member has doubts about this, he should check with us first and provide full disclosure.

A1.4 All members must:-

- A1.4.1 Not set up a membership on behalf of another person or company including a family member.
- A1.4.2 Not have been refused or excluded membership of, this or any other tenancy deposit protection scheme whether insurance based or custodial in their own name(s) or in any other name or capacity as principal, agent, joint applicant or nominee;
- A1.4.3 Not have been convicted of any criminal offence or have any criminal prosecutions pending;

NB: At our discretion we will consider less significant criminal convictions or those which occurred several years ago. Minor motoring convictions will be disregarded. We will NOT consider applications where financial offences occurred.

- A1.4.4 Always provide (and keep updated with the scheme):

- A1.4.4.1 A working telephone contact number for themselves;
- A1.4.4.2 A working email address (if applicable) for themselves;
- A1.4.4.3 A residential address for landlord Members or a trading address for company landlord and agent members (for the service of documents to such an address in the United Kingdom or the Channel Islands);

- A1.4.5 Respond to scheme communications when requested to do so;

- A1.4.6 Undertake to reimburse the scheme, in respect of any amounts paid to a tenant by the scheme.

NB: See Schedule 10 Section 212. 1 (3) (d) of the Act.

A2 Payment of membership fees

- A2.1 The member agrees to pay all membership fees as required. Membership of the scheme will only commence or be renewed when we have received cleared payment of membership fees.
- A2.2 Payment of membership fees must be made in accordance with the Application or Renewal Forms.
- A2.3 Cash will not be accepted for payment of membership fees.

- A2.4 Where a member has used a discount code to receive a discounted membership, this will only be bound to one membership and cannot be used on multiple memberships.

A3 Changes to membership and/or membership data

- A3.1 Membership is not transferable. If an agent member or company landlord changes its legal entity then the member must inform us and obtain a new membership using the correct company information and paying the specified fee.

NB: Please note clause C1.7 – Deposit protections are not transferrable so the member must re-protect all of his protected deposits using the new membership.

- A3.2 The member must tell us immediately in writing of changes in any circumstances in respect of the membership criteria as detailed in A1 and the information supplied in the Membership Application Form.
- A3.3 Non-disclosure or misrepresentations by a member may result in membership cancellation under B2. We may need to change the terms and conditions of membership based on any non-disclosure of misrepresentation made by the member.
- A3.4 In the unfortunate event of a member's death, it is the responsibility of the executor or a beneficiary under the member's will to contact the scheme, providing us with a copy of the member's will, the death certificate and if applicable the grant of probate, along with a completed membership Application Form to transfer the membership into the relevant person's name.

A4 Agent member renewal

- A4.1 If an agent member has protected deposits at the end of a membership period, then the agent member will be required to renew membership for the deposits to remain protected.
- A4.2 If membership is not renewed with the scheme, either voluntarily or because we are not prepared to offer new membership terms following a renewal application by the agent member then clause B4 will apply.
- A4.3 The agent membership renewal process may change from time to time. The agent member agrees to provide any information requested as part of the renewal process at the time of renewal.

A5 Declining membership

We may decline an application or renewal of membership at our discretion.



Section B: Audit, Breach of Contract and Cancellation of Membership

B1 Member risk assessment

- B1.1 We may undertake a membership risk assessment at any time to ensure a member's compliance with the Scheme Rules.
- B1.2 The member agrees to comply with all reasonable requests of the scheme in relation to a risk assessment.
- B1.3 On a landlord membership the risk assessment will involve, at the least, the Scheme undertaking a credit reference (with further monitoring), and also on a company landlord member, a request for the member to provide the address, date of birth and the contact details of all the owners, principals or directors of the company.
- B1.4 On an agent membership, the risk assessment will be the same as for a company landlord membership except it will include a request for evidence that the protected deposit money is being kept in a segregated client money account (as defined) and may also include an unannounced visit to the member's trading address to obtain the required information.

B2 Breach of contract and cancellation of membership by the scheme

- B2.1 We may serve a 14 calendar day written notice to suspend membership, which may lead to membership cancellation, in the event of any of the following occurring, which we consider to be breaches of the member's relevant obligations of the scheme:

- B2.1.1 Non-payment of any fees or other money requested and due to us;
- B2.1.2 Failure to lodge a disputed deposit amount when required;
- B2.1.3 Any statement made by the member or information given which we discover to be a misrepresentation or fraudulent relating either to the member's membership or the protection of a deposit;
- B2.1.4 A member's failure to comply or pass a risk assessment carried out by the scheme;
- B2.1.5 A member, if subject to a financial judgement, or the appointment of a liquidator or (LPA) receiver over properties protected. If a company, being subject to a petition to wind up, an administrator, an administrative receiver, a proposal to strike off or if the member ceases to carry on business or under the name he has registered with us. If an individual, becoming or being declared bankrupt, insolvent, or convening a meeting of or making or proposing to make any arrangement with creditors;
- B2.1.6 The scheme discovering that a landlord member does not own or is sub-letting the residential property of the deposit protection;

- B2.1.7 The member has been living outside of the UK for a period of at least three months after the date a deposit is protected with us, and not informing us;
- B2.1.8 Where the member acts in an aggressive or abusive manner to any of our officers or staff;
- B2.1.9 Any breach of the Scheme Rules, a member's failure to respond to a Scheme request or information which we subsequently receive from a member or tenant which we deem to be of sufficient seriousness to warrant membership cancellation (including re-occurring breaches).
- B2.2 Within the 14 calendar days of the date of the notice in B2.1, the member must:
- B2.2.1 Make good the breach described in the notice; or
- B2.2.2 Give us acceptable written reasons why the membership should not be cancelled.

NB: During this 14 calendar day notice period the member will not be able to protect or un-protect any deposits.

- B2.3 At the end of the 14 calendar day period stated in the notice of suspension we will write to the member giving our decision as to whether the membership will be cancelled or not.

NB: Our decision on cancellation of membership is final. There is no right of appeal against our decision.

B2.4 The member will not be entitled to a refund of any membership fees or any deposit protection fees following cancellation of membership in B2.3 unless the membership is cancelled within 14 Days of a membership or protection fee being paid.

B3 Cancellation of membership by the member

B3.1 A member may cancel membership at any time by providing us with 14 calendar days prior written notice.

B3.2 Following receipt of a notice under B3.1 we will write to the member's tenant(s) and the landlord client(s) of agent members advising them that the membership has been cancelled.

B3.3 If there are any outstanding or on-going deposit disputes at the time of cancellation, or if any new deposit disputes are raised within the three month period stated in B4.1, the member agrees to comply with our instructions. The instructions may be made by us or an adjudicator.

B3.4 The member will not be entitled to a refund of any membership fees or any deposit protection fees following cancellation of membership in B3.1 unless the membership is cancelled within 14 Days of a membership or protection fee being paid.

B3.5 Notwithstanding the notice under B3.1 protected deposits will remain protected in accordance with B4.1.

B4 Protection of deposits following membership cancellation

B4.1 Following the membership cancellation decision in B2.3, or B3.1 we will give written notices to the member's tenant or lead tenant in a Joint Tenancy Agreement and the landlord client(s) in the case of an agent member, informing them that all deposits will cease to be protected after three months from the date of the first notice in B2.1, or B3.1, or from the date the deposit(s) is/are protected in another scheme, whichever is the earlier.

B4.2 The scheme will only accept a tenant's deposit dispute after the decision to cancel a member's membership if the actual end date of tenancy is within three months of the membership being cancelled. If the member is no longer trading the tenant can still raise a deposit dispute and it will be dealt with in the same way as if a current member had not submitted the disputed deposit amount.

B4.3 The Landlord remains responsible and accountable to the tenant for the deposit notwithstanding the un-protection of the deposit.

Section C: Deposit Protection (During and at End of Tenancy)

Clauses C1 and C2 are the 'initial requirements of the scheme' for the purposes of Chapter 4, s.213 (4) of the Act. These are the requirements imposed by the scheme for a member to comply with when receiving a deposit.

C1 Deposit protection conditions

C1.1 The member must take responsibility for protecting the deposit correctly under the Act. If the member protects a deposit when they are aware that there will be or is likely to be a deposit dispute with the tenant(s) then we reserve the right to void the deposit protection.

C1.2 When protecting a deposit the member must provide us with all of the information we request and that we will rely on throughout the protection. It is the member's responsibility to ensure that the information provided is the same as that contained in the AST agreement.

C1.3 If the deposit is paid in instalments then the full envisioned amount of the deposit as stated in the AST must be protected. If the member does not receive subsequent instalments as expected then the member must keep evidence in case there is a deposit dispute. Unless we are told differently, we will assume the full deposit amount as protected is in issue if a deposit dispute is raised.

C1.4 A deposit protection fee is payable for each deposit we protect. Where a deposit is protected online, the member can download a copy of the DPC and Information for Tenants' leaflet from his online account.

Where the deposit is protected by post or by telephone, we will send a copy of the DPC (and 'Information for Tenants' leaflet) by post to the member. We do not accept any responsibility for postal delays.

NB: Failure to pay any protection fee will mean we may void the DPC and any deposit dispute will not be accepted even if the tenant has received the DPC and the Prescribed Information. We will invoke Clause B2.1.

C1.5 A duplicate copy of the DPC can be requested to be sent via post, however, we may charge an administration fee. Duplicate DPCs can be downloaded from the member's online account.

C1.6 It is the member's responsibility to provide the Prescribed Information about the deposit protection to the tenant within 30 days of taking the deposit. This includes specific information about the tenancy and the Information for Tenants leaflet produced by the scheme. The scheme produces a DPC to the member with the details of the deposit protection. The member can provide the Prescribed Information in any format they wish but they must provide the DPC number produced by the scheme to the tenant at some point during or at the end of the tenancy.

NB: We recommend agent members provide a copy of the DPC to all landlord clients. The landlord client will generally be named in the AST agreement and he is ultimately responsible for protecting the deposit and providing the Prescribed Information to the tenant even if he instructs an agent.

C1.7 If the member makes an administrative mistake when protecting a deposit the member may request changes to the deposit protection if they inform us in writing of the changes required and provide a copy of the AST to show that the changes are necessary. We may charge an administration fee for any changes to the DPC.

C1.8 Deposit protections are not transferable or assignable. Protections are granted to a member in respect of each deposit on each AST.

C2 Deposit protection for Joint Tenancy Agreements

C2.1 When a deposit relating to a Joint Tenancy Agreement is being protected, the member must, in addition to the requirements of C1.2, inform us which tenant is to be the named as the lead tenant. The member must ensure that the lead tenant is authorised by all the joint tenants to accept service of all documents on behalf of all the joint tenants. The member must obtain the consent of all the joint tenants before nominating the lead tenant.

NB: To assist the member the scheme has produced a 'Joint Tenant Information Form' which can be downloaded from the member's area of the scheme website. We recommend that the member should adopt this form for the following reasons:

- To provide evidence that the member has received the consent of the joint tenants to the nomination of the lead tenant.
- To obtain alternative addresses for each of the joint tenants for use as part of the Prescribed Information requirements.

- To register new joint tenants and when joint tenants leave or are replaced during the fixed term of the AST. The relevant information can be updated on the form. Please remember to update us on any changes as required by C2.2.3.
- If necessary, at the actual end date of tenancy, this form can be updated by the member with a new alternative address for any of the joint tenants.
- The information on this form can be provided to the scheme as part of a member's rebuttal evidence to a deposit dispute.

C2.2 The member must also:-

- C2.2.1 Correctly register the full names of all the joint tenants to be included on the DPC;
- C2.2.2 Provide a signed copy of the DPC, and the "Information for Tenants" leaflet to the lead tenant. The lead tenant should sign the DPC to confirm the details are correct;
- C2.2.3 Notify us if any joint tenants leave or are replaced during the fixed term of the AST so that the DPC can be amended. We may require proof of each change in the form of a signed document which states the name of the joint tenant leaving and the joint tenant joining. We reserve the right to charge an administration fee for changing our records and issuing a revised DPC.
- C2.2.4 A new protection **MUST** be purchased if all the original joint tenants to an AST leave during the fixed term period of the AST or if any joint tenants leave or are added after the expiry of the fixed term of the AST.

NB: Please see Joint Tenant Transfer Form available on the scheme website for members to download and use when joint tenants change during the term of the AST. This is not a legal document and is to be used for information purposes only.

C2.3 If a deposit dispute is raised by a tenant who is not named on the DPC but is named on the AST then the member will be in breach of C2.2. If we accept the Deposit Dispute then we will hold the member responsible for providing any disputed deposit amount and we may also cancel the member's membership under B2.

C2.4 Joint tenant deposit protections must be un-protected in accordance with C4.

C3 Member sells, transfers or no longer owns residential property to which a deposit protection relates before the actual end date of tenancy

C3.1 The member must inform us and explain what has happened to the AST and the deposit (and provide evidence if requested).

C3.2 A member cannot un-protect a protected deposit before the actual end date of tenancy unless the member has the tenant's written agreement or provides proof that the deposit has been returned to the tenant(s), or re-protected with us or another tenancy deposit protection scheme.

C3.3 We will hold the member responsible for providing a disputed deposit amount to us if a tenant raises a deposit dispute and we have not been informed by the member that ownership of the residential property has changed and the member has passed the deposit back to the tenant or the new property owner.

C4 End date of the fixed term of the AST

C4.1 Prior to the end date of the fixed term AST, as provided to the scheme at protection, you must inform us whether the AST is due to terminate, continue on an SPT or be renewed with a new fixed term. If the member does not update the protection by 30 calendar days after the end date of the tenancy, then the scheme will automatically un-protect the deposit and inform the tenant.

NB1: Once the deposit has been automatically un-protected it cannot be reinstated by the scheme. The member will have to purchase a new protection.

NB2: Members who use our online system will be provided with a number of notifications that the AST (and deposit protection) is due to end. If the member has not provided us with an email address then they will receive postal reminders. We will not automatically un-protect a deposit without notifying the member first.

C4.2 A new protection is NOT required if the original fixed term of the AST continues as a SPT (or other periodic tenancy) however the member must make us aware that the original fixed term continued into an SPT within 30 calendar days of the end of the fixed term.

C4.3 A new protection IS required when a member gives the same tenant(s) a new fixed term tenancy. The new tenancy may be created by letter, transfer, assignment, memorandum, agreement, or any other device. In this situation the deposit must be renewed/re-protected and the relevant protection fee paid. We may reject a deposit dispute if we find that the member has not re-protected the deposit after providing the tenant(s) with a new fixed term tenancy.

NB1: If the member provides a new form of fixed tenancy agreement to the tenant(s) we may check evidence of the party's intentions as to whether the new agreement was properly entered into. Factors which will influence this decision will include the agreement being signed by the parties, the member receiving a different rent from the tenant, a fixed term s.21 notice being served and any correspondence between the parties. The scheme's decision will be final when it has a bearing on any scheme process.

NB2: This includes if the AST lapsed into an SPT and the member then subsequently issues a new fixed term tenancy to the tenant(s).

NB3: See C6.2 regarding members on our annual account model.

C5 Actual end date of the tenancy (date tenant vacates the residential property)

C5.1 At the actual end date of the tenancy the member must:

C5.1.1 Un-protect the deposit and provide us with an alternative address for the tenant or lead tenant.

C5.1.2 Contact the tenant(s) to negotiate the return of the deposit.

NB: We recommend that members keep copies of all attempts to contact the tenant(s), members should be aware that a tenant has a statutory limitation period of six years from the actual end date of tenancy to issue a claim in the courts for the deposit. Agent members should inform landlord clients of this.

C5.1.3 Pay the tenant any undisputed deposit amount within 10 calendar days of a request being made by the tenant for the return of the deposit.

C5.2 If a member cannot contact the tenant(s) or has not agreed the division of the deposit with the tenant(s) then the member remains liable for paying any disputed deposit amount to us if we accept a deposit dispute from the tenant. The tenant will have three months from the actual end date of the tenancy to raise a deposit dispute subject to D1.4.

C5.3 The agent member must consider his responsibility to lodge any disputed deposit amount to us, if we accept a deposit dispute, before returning any deposit amount to the landlord client.

C6 Members on our annual account model

C6.1 We may offer members an annual account model to cover all their deposit protections.

C6.2 The Scheme Rules relating to paying for renewals of initial fixed term tenancies do not apply to members on the annual account model. All tenancies registered with us by the member remain protected while the member is a member of our scheme (or until the member un-protects them if earlier).

C6.3 If the membership is not renewed (for any reason) we will un-protect all deposits and write to the tenants informing them that the deposit will remain protected for three months from the end date of the member's membership. If the actual end date of tenancy is during this three month period the tenant will still be able to raise a deposit dispute unless the deposit has been protected with another scheme.

C6.4 The agent member is expected to manage the portfolio of deposit protections including un-protecting deposits at the actual end date of tenancy. This enables us to contact the tenant(s) to inform them of the un-protection and to monitor the number of protected deposits.

Section D: Disputes between Member and Tenant over the return of the Deposit

- D1 The member should take responsibility to negotiate the amount of the deposit to be returned to the tenant at the end of the tenancy.
- D2 The act requires the scheme to provide an alternative dispute resolution (ADR) mechanism and actively encourages its use as a method of deposit dispute resolution if both the member and the tenant agrees to its use.
- D3 Whilst there is no obligation to use the scheme's ADR mechanism, it is available to members and their tenants at no additional cost and is designed to allow easy and quicker access to a resolution of the deposit dispute.
- D4 The scheme has a separate document entitled the mydeposits conditions of deposit disputes. The conditions set out how the scheme deals with deposit disputes including, acceptance, process and resolution.
- D5 All members are contractually bound to agree to abide by the latest edition of the conditions of deposit disputes as an addendum to the mydeposits Scheme Rules. The conditions of deposit disputes are available online in the public area of the scheme's website or can be posted to the member if a request is received over the telephone or by letter.



Section E: Miscellaneous Rules and Provisions

- E1 The terms of the scheme, Scheme Rules and Conditions of Deposit Disputes may need to be updated from time to time. Notices of any significant changes will be posted on our website, in newsletters, and by email where the member has provided us with an email, or direct mail if not.
 - E2 The member agrees to abide by the latest version of the Scheme Rules and the Conditions of Deposit Disputes notwithstanding any earlier version of the Scheme Rules which were in force when a protection was purchased.
 - E3 We may delay action if we have any concerns about a member's compliance with the Scheme Rules, identity, fraud or money laundering.
 - E4 We cannot be held responsible for intervening events beyond our control which prevent, delay or impede our ability to operate the scheme or these rules.
- NB: This includes (not exclusively) events such as fire, flooding, strike or terrorism.*
- E5 The scheme will not be responsible for the member missing an email from us when the message was received into the member's spam email inbox. The member is responsible for adding scheme email addresses to their 'safe sender' lists if necessary.
 - E6 These Scheme Rules and the Conditions of Deposit Disputes are governed by and shall be construed in accordance with the Act, and the laws of England and Wales.
 - E7 Our previous ADR decisions may not be relied upon as precedent or authority for deciding any following deposit dispute. Each deposit dispute is addressed on its own individual merits and supporting evidence submitted by both parties.
 - E8 Any claim that a member may have against us for our breach of the Scheme Rules is limited to the protected deposit amount plus interest at 2% above HSBC base rate from the date of the liability being proven against us.

Section F: Complaints Procedure

F1 Our aim is to provide a first class service to all members and tenants and to do everything we can to ensure that you are satisfied. If you feel that we have fallen short of this standard and you wish to complain, you should do so in writing at:

mydeposits
Premiere House
1st Floor
Elstree Way
Borehamwood
WD6 1JH

Or by email at: complaints@mydeposits.co.uk

F2 To aid resolution of any complaint, the complaint must be made within six months of the event occurring. We will only deal with a complaint from a member or tenant of a protected deposit, if a landlord client wishes to make a complaint this must be provided through the agent member.

F3 The timescales for dealing with a complaint are as follows:

- F3.1 You will receive a response from us within 1 working day.
- F3.2 If we are unable to resolve the matter within 1 working day, we will provide a substantive response within 5 working days.
- F3.3 After sending this response we may deem the complaint closed. If we deem the matter closed then we reserve the right not to enter into any further correspondence.

F4 This complaints procedure cannot be used to complain against or appeal an adjudication decision as agreeing to use ADR to resolve a deposit dispute means agreeing to be bound by the decision of the adjudicator.

F5 The Scheme is not regulated by the Financial Conduct Authority (FCA). The Department for Communities and Local Government (DCLG) have responsibility for monitoring all the tenancy deposit protection schemes but do not have a role in individual cases or complaints.



Appendix 1 - Data Protection Notice

Scope

The scheme is operated for the DCLG by the Tenancy Deposit Solutions Limited T/A mydeposits.

This notice applies to mydeposits and the DCLG regarding personal information about landlords, tenants in connection with tenancy deposit schemes under the Housing Act 2004.

Personal information

DCLG through us collects the information you are asked to provide during your registration or which you supply during the period that any deposit is protected for you.

DCLG and our websites and e-mails use common internet tools such as cookies and beacons.

DCLG through us sometimes collects information about the parties from other sources, such as tenants, land registry data, postal services data, credit checking organisations or other sources necessary to confirm identity or the instructions provided.

For more information on the scheme's information, and collection practices (including how to delete or refuse cookies), please contact us.

Uses and sharing

Your personal information will only be handled for the purposes of the tenancy deposit scheme. This includes providing alternative dispute resolution and insuring the scheme, although DCLG may be required to disclose details of your scheme activities to regulators, industry bodies and other organisations for the purpose of fraud prevention and money-laundering, or if there are concerns of a criminal nature regarding your activities. Our insurers may be provided with information for claims related purposes.

We process data to run the scheme and on behalf of the DCLG.

In the event of a dispute, information may also be processed on behalf of DCLG by any alternative dispute resolution service provider. These organisations are required to protect data for us and the DCLG and cannot apply your personal information for purposes unconnected with the scheme.

Your personal information may be transferred outside the UK or European Union for the purpose of providing you with access to the information if you access the information from a website outside the European Union.

We must process data on behalf of the DCLG in accordance with the Data Protection Act 1998.

Your rights

Under the Data Protection Act 1998 you have the right to access any data that we and the DCLG hold about you. You can ask us and the DCLG to correct any errors in the information. For more information on your rights please go to <http://www.communities.gov.uk/corporate/foi/> or contact us.

Your right to access data is conditional upon the request being made in writing with enough information for us to locate the individual details. We are entitled to charge a fee of £10.00 and have 40 calendar days to comply with a request once we have the relevant information and the requested payment.

Contact details

Please contact us in the first instance as we process data on behalf of the DCLG. We can be contacted at

mydeposits, Premiere House, 1st Floor, Elstree Way, Borehamwood WD6 1JH, by telephone on 0333 321 9401 (note that calls may be recorded). or by email on customerservices@mydeposits.co.uk

If you wish to contact DCLG you can contact them by email at contactus@communities.gsi.gov.uk or by post at Tenancy Deposit Protection Team, 1/D1, Eland House, Bressenden Place, London SW1E 5DU.

Appendix 2 - Scheme Forms and Guides

Here is a list of some of the forms that members may need in order to join, renew or manage their membership of the scheme and details of how and/or when the form can be obtained.

There are a number of guides, case studies and video content available on the scheme website to assist members and tenants in all aspects of deposit protection.

Name of Document	How to obtain a copy
Application for Membership – landlords/agents	Apply to us or download from scheme website
Deposit Protection Request Form	Available from member's area online or apply to us
Dispute Acknowledgement Form	Issued by us to a member or filled in online
Dispute Notification Claim Form (DNCF)	Issued by us to a tenant or filled in online
Dispute Rebuttal Form	Issued by us to a member or filled in online
Joint Tenancy Information Form	Available from member's area online or apply to us
Joint Tenant Transfer Form	Apply to us or download from scheme website
Landlord Registration Form (for agent members)	Issued online for agent members
Request to Un-Protect Deposit Form	Available from member's area online or apply to us

The logo for mydeposits, featuring the word 'my' in a smaller font above 'deposits' in a larger, bold font, all in white on a teal square background.

my
deposits

DEPOSIT PROTECTION

mydeposits
Premiere House
1st Floor
Elstree Way
Borehamwood
WD6 1JH

www.mydeposits.co.uk

Tenancy Deposit Solutions Limited, trading as mydeposits.
Registered office: Lumiere House, Suite 1-3, 1st Floor, Elstree Way, Borehamwood WD6 1JH.
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Communities and
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