

The logo for 'my deposits' is located in the top right corner. It consists of the words 'my' and 'deposits' stacked vertically in a white, lowercase, sans-serif font, set against a teal square background.

DEPOSIT PROTECTION

Conditions of Deposit Disputes

Insurance based
tenancy deposit protection

First Edition - Effective from 7 August 2014

Introduction

These Conditions of Deposit Disputes are an addendum to the mydeposits Scheme Rules and set out the process and practice that will occur when a deposit dispute is raised with the scheme. The definitions from the scheme rules follow to these Conditions of Deposit Disputes.

These Conditions of Deposit Disputes set out the legislative requirements related to the raising of a deposit dispute, the responsibilities of a member when the deposit dispute is raised, during and how the scheme will deal with the deposit dispute including its resolution.

The tenant will be required to agree to comply and abide by these Conditions of Deposit Disputes when raising a deposit dispute with the scheme.

The scheme offers a free alternative dispute resolution (ADR) mechanism which is an alternative method to the tenant and member resolving the dispute through the court.

The scheme actively encourages its use as a method of deposit dispute resolution. In order to use the ADR mechanism both parties must agree to its use.

By accepting to use the scheme's ADR mechanism (and having the deposit dispute accepted by the scheme) the parties will be given the opportunity to present their case and evidence to a fully trained and qualified adjudicator.

The adjudicator will analyse the evidence submitted and make a binding decision as to how the deposit should be distributed.

There is no right for any party to appeal of a decision of an adjudicator through the scheme. The decision is final and binding on the parties and the scheme.



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Section A – Best Practice at Actual End Date of Tenancy

- A1 At the actual end date of the tenancy the tenant should ensure that:
- A1.1 They have paid all rent up to date;
 - A1.2 They have returned the keys to the member or the member's representative;
 - A1.3 They have informed the member of their alternative contact details;
 - A1.4 They have formally requested the return of the deposit and be able to provide proof of this if asked;
 - A1.5 If they are in contact (or have actively tried to have contact) with the member, attempted to negotiate the return of the deposit with the member, and waited a minimum of 10 calendar days before contacting the scheme to raise a deposit dispute. The tenant must be able to provide proof of this if asked by the scheme;
 - A1.6 Only after the above has occurred and the tenant is still unhappy with the amount of the deposit being returned to them, should they consider raising a deposit dispute with the scheme (see B1).
- A2 At the actual end of the tenancy, the member should:
- A2.1 Un-protect the deposit with the scheme;
 - A2.2 Ensure they obtain the forwarding contact details for the tenant;

- A2.3 Arrange for a check out of the residential property to be carried out;
- A2.4 Within 10 calendar days of the tenant requesting the return of the deposit in writing:
 - A2.4.1 Return any amount of the deposit they do not intend to withhold;
 - A2.4.2 Inform the tenant of the breakdown of deductions that are to be made from the deposit. If the member is not sure of the deductions within 10 calendar days then inform the tenant when they will be provided with the breakdown giving a reasonable timeframe and reasons for the delay;
 - A2.4.3 Where possible negotiate over any disputed deductions from the deposit with the tenant.

A3 If a member is unable to contact the tenant at the end of the tenancy then we recommend that the member:

- A3.1 Arranges a check out of the residential property as usual and makes a note of any deductions that should be made from the deposit;
- A3.2 Using any contact details the member holds for the tenant, attempts to contact them to inform them of the proposed deductions;

- A3.3 At the end of the three months that the tenant can raise a deposit dispute make a decision whether to allocate the deposit amounts as per the proposed deductions. If this includes an amount to the tenant then the amount should be transferred into a suitably designated bank account;
- A3.4 Keep a record of all actions taken in relation to the deposit.

Section B – Deposit Dispute Acceptance Criteria

B1 The tenant must have:

- B1.1 Vacated the residential property;
- B1.2 Paid all rent owing under the tenancy agreement;
- B1.3 Requested the return of the deposit back in writing, be able to supply proof of this and have allowed a minimum of 10 calendar days from the request;
- B1.4 If in contact with the member, attempted to negotiate the return of the deposit with the member, and be able to provide proof, if asked;
- B1.5 Fully completed and submitted the scheme's Deposit Dispute Notification Claim Form (DNCF) within three months of vacating the residential property or of being provided with notification that the deposit protection was to end (whichever is the sooner);
- B1.6 Complied with B6 to B8 if a joint tenant.

If any of the above has not occurred and/or the tenant cannot provide us with evidence to clarify any of the above points as reasonably requested, the scheme is likely to reject the deposit dispute at that time.

B2 On receipt of a deposit dispute the scheme will check the following:

- B2.1 That the details on the DPC are the same as those on the AST agreement relating to the deposit dispute;

B2.2 That a new protection has been purchased should an AST be renewed; even if it is issued to the same tenant(s) with the same deposit. We do not continue to protect a deposit when the original fixed term AST is replaced with a new fixed term by letter, transfer, assignment, memorandum, agreement, or any other device;

B2.3 The deposit protection was converted to SPT on their member account should the AST roll into a statutory or other periodic tenancy;

B2.4 The deposit was not protected after the member was already aware of a potential deposit dispute with the tenant(s)

If there are problems with any of the above which we discover when the tenant raises a deposit dispute then the scheme may reject the deposit dispute and the member will be responsible to the tenant for not having protected the deposit properly in accordance with Section C of the Scheme Rules. The scheme takes no responsibility for the member not protecting the deposit properly in accordance with the Scheme Rules or the Act. These provisions may not relate to members on the annual model (see Scheme Rule C6.2).

B3 The scheme may not accept a deposit dispute, when after investigation the scheme discovers the matters are outside its remit because:

- B3.1 The deposit dispute relates to matters other than the return of the protected deposit;

B3.2 Court proceedings have been issued regarding any matter related to the AST in question (unless they have been withdrawn or are stayed for mediation purposes or the court has subsequently directed that the matter be dealt with by the scheme's ADR);

B3.3 There are allegations of fraud, police involvement, criminal activities, duress or harassment by either party to the deposit dispute;

B3.4 The deposit dispute being raised is vexatious, frivolous or being raised unreasonably by the tenant.

B3.5 It would be more appropriate for the deposit dispute to be dealt with through the courts. The scheme would rely on this clause if the deposit dispute included matters that could not reasonably be decided by an adjudicator using paper based evidence or the deposit dispute contains complex matters of law.

B4 If at any stage, further information regarding a deposit dispute comes to the scheme's attention that affects the reasons why a deposit dispute was either accepted or rejected, the scheme reserves the right to change the initial decision and will provide full written reasons why the position has changed. The scheme's decision on accepting or rejecting a deposit dispute is always final.

B5 Notwithstanding B4 the scheme may accept a deposit dispute at our discretion in any circumstance and at any time if a tenant provides us with compelling evidence as to why the deposit dispute is being raised at that specific time. This will include when we are provided with evidence that the member has unreasonably delayed providing reasons for making deductions to the deposit to the tenant or has not been contactable after the AST ends.

Joint tenants

B6 If the deposit dispute relates to a joint tenancy agreement then only one tenant, who must be named on the DPC, may raise the deposit dispute. This tenant does not need to be the lead tenant. The tenant who raises the deposit dispute must confirm the following to the scheme:

- [a] They will personally conduct all aspects of the deposit dispute pursuant to [b] to [e] inclusive;
- [b] They have authority to act for all the joint tenants;
- [c] They agree to fairly distribute the money which may be returned to the other joint tenants;
- [d] They agree to indemnify the scheme against any claims or loss by the other joint tenants; and
- [e] They will notify all the joint tenants that the scheme cannot resolve any disputes between the joint tenants.

B7 The joint tenant who submits the deposit dispute must fully complete and return the 'Joint Tenancy Authorisation' Form to confirm that they have permission to act on behalf of all tenants. If the tenant who is raising a deposit dispute cannot obtain confirmation from all the joint tenants in accordance with B6 then they may still submit the deposit dispute but if the scheme is subsequently made aware (by a tenant or the member) that not all the joint tenants agree to the use of the scheme's ADR mechanism then we may not proceed with the deposit dispute.

B8 Any dispute between the joint tenants must be dealt with themselves through the courts if necessary.

Authorised parties

B9 At our discretion we may allow a deposit dispute to be raised and handled on behalf of a tenant by an interested party as already advised to us or someone acting as an 'authorised representative' of the tenant.

B10 To act on their behalf, the tenant and/or the authorised party must inform us in writing and provide reasons and evidence, which may, but not exclusively, include the tenant's difficulty with language or understanding the issues, disability or sickness or absence from the UK.

B11 Our decision to accept or acknowledge a third party to take responsibility for the deposit dispute is final and we may require submission of identification or other evidence and documentation including any 'enduring power of attorney', 'lasting power of attorney' or other agency agreement.

B12 If we accept the authorised representative then these conditions will be interpreted so that the definition of 'tenant' will extend to the authorised representative.

B13 If a solicitor or any other professional representative is instructed by a party then the costs must be paid by the instructing party. The scheme will not make any award for the costs related to the representation.

B14 We may allow a deposit dispute to be handled on behalf of a private landlord member by an authorised representative. The member and/or the authorised representative must inform us in writing and provide reasons and evidence, which may, but not exclusively include:

- Members difficulty with language or understanding the issues;
- Members disability or sickness;
- Members absence from the UK (although please see A1.1.2 of the Scheme Rules).

B15 We will not allow a company landlord or agent member to grant authority for another party to act on their behalf in regards to a deposit dispute.

Miscellaneous provisions in relation to deposit disputes

- B16 The ADR mechanism will not resolve any deposit dispute in excess of the amount of the protected deposit or disputed deposit amount and at no time will we pay a sum in excess of the protected deposit amount as protected with the scheme.
- B17 Each party is responsible for any costs and/or expenses incurred as a result of the ADR mechanism. The scheme cannot make any award of costs related to the preparation of a deposit dispute.
- B18 The parties are able and encouraged to settle the deposit dispute before the adjudicator makes a decision. Both parties must provide proof of their agreement to us by way of a written and signed instruction. We may independently check the authenticity of the signed agreement.
- B19 The scheme may be required to make amendments to the disputed deposit amount at any time during a deposit dispute. The member is required to lodge whatever amount the scheme deems to be the disputed deposit amount whenever the scheme requests the member to do so.
- B20 The scheme will pay back the disputed deposit amount in accordance with a fully signed agreement, an adjudication decision or a court order we accept within 5 working days of receipt.



Section C – Tenant Raising a Dispute

- C1 To raise a deposit dispute with the scheme the tenant is required to:
- C1.1 Complete and submit a DNCF ('the deposit dispute'), either online or by paper to the scheme setting out clearly the reasons for the deposit dispute, why they believe they are entitled to deposit money back and how much money the tenant believes to be in dispute ('disputed deposit amount');
 - C1.2 Inform the scheme whether they wish for the deposit dispute to be resolved using the scheme's ADR mechanism or through the courts;
 - C1.3 Lodge all evidence in support of the deposit dispute with the scheme on submitting the DNCF or within 10 working days;
 - C1.4 Submit evidence that they have requested the return of the deposit in writing and waited a minimum of 10 days before raising the deposit dispute and provide a copy of the AST agreement (if possible);
 - C1.5 Provide evidence that they have tried to negotiate the return of the deposit if requested by the scheme.

If the tenant cannot comply with any of the above then it is unlikely the scheme will accept the deposit dispute.

- C2 The deposit dispute will not have been submitted with the scheme until the tenant receives confirmation of a unique reference number (URN) given to the deposit dispute.
- C3 Should the tenant wish to submit the deposit dispute using the scheme's paper DNCF, the deposit dispute will not be considered as submitted by the scheme until the form has been fully completed, returned and uploaded by us on to the scheme's ADR electronic system and the tenant is informed that the deposit dispute has been given a URN.
- C4 After giving the deposit dispute a URN the scheme will then check the deposit dispute to confirm that it is valid in accordance with the acceptance criteria set out in section B. The scheme may be required to obtain information from both the tenant and member to decide whether the deposit dispute is valid.
- C5 If the deposit dispute is not considered valid by the scheme the tenant will be informed as soon as is reasonably practicable. The decision of the scheme is final at that stage but the tenant will still have until the deadline as set out in B1.5 to have a deposit dispute accepted by the scheme if there is any change in the reasons why the deposit dispute was rejected.

Section D – Member’s Response to a Deposit Dispute

D1 If the deposit dispute is accepted in the first instance, the Scheme will notify the member. The member will then be required to do the following within 10 working days of the date of the notification from the scheme of the deposit dispute:

D1.1 Lodge the disputed deposit amount in cleared funds with the sScheme;

D1.2 Confirm whether they wish to resolve the deposit dispute using the scheme’s ADR mechanism or through the courts.

D2 The member may accept the tenant’s evidence and agree that the disputed deposit amount should be returned to the tenant. The member can return the disputed deposit amount directly to the tenant or lodge it with the scheme and give us instructions to pay the tenant. Either the scheme or the tenant must receive the disputed deposit amount within 10 working days from the member being notified of the deposit dispute.

Failure to lodge disputed deposit amount

D3 If we are satisfied that the member has received our notification of a deposit dispute and fails to lodge the disputed deposit amount within the 10 working days then the member will be in breach of these conditions, the Scheme Rules and the act. The scheme is likely to initiate the discipline process as set out in Section B of the Scheme Rules.

Default adjudication

D4 If the member fails to comply with either or both of D1.1 and D1.2 above we shall:

D4.1 Treat the lack of response as an indication that the member does not accept that the tenant should be repaid any of the disputed deposit amount;

D4.2 Proceed as though the member had given consent for the deposit dispute to be resolved through the ADR mechanism;

D4.3 Inform the member and the tenant that the ADR is to proceed;

D4.4 Pass all evidence received to an adjudicator to make a decision on the return of the disputed deposit amount;

D4.5 The adjudicator will make a decision based on the evidence submitted;

D4.6 Send out the disputed deposit amount in accordance with the decision within 5 working days of receipt of the decision.

D5 If the scheme’s insurers have provided the disputed deposit amount in accordance with D4.6 then they are entitled to, and will proceed to recover the money from the member through legal means.

D6 The provisions of section D4-D5 are in accordance with Schedule 10 section 212. 6A (3) and (4) of the Act.

Using the scheme’s ADR mechanism

D7 The member must send us a copy of the relevant AST agreement (if the tenant has not already submitted it) or any other document related to the AST the scheme reasonably requests.

D8 If the member informs us of their wish to use the scheme’s ADR mechanism in accordance with D1.2 then the member will have 20 working days from the date of the notification of the deposit dispute, to submit their rebuttal and all evidence.

D9 It is the member’s responsibility to ensure that their rebuttal and supporting evidence is received by the scheme by the end of the 20th working day in D8.

D10 The member is responsible for clarifying whether and why it has been agreed for any amount of the deposit to be returned to the tenant. If it is not clear what the agreed sum relates to then the adjudicator will either make a request for further information, or using the evidence provided, make a decision as to why any amount has been returned to the tenant, based on a balance of probabilities.

D11 After the 20 working days the deposit dispute will continue to proceed to adjudication even if the member has failed to submit evidence within the required timeframe. Late evidence may only be accepted at the discretion of the scheme.

Section E - Choosing Court

- E1 Both tenants and members have the option to choose to use the courts to resolve the deposit dispute.
- E2 If the tenant wishes to use the courts then the scheme must be informed when the tenant submits the deposit dispute.
- E3 If the member wishes to use the courts then the scheme must be informed within 10 working days of the date of being notified of the deposit dispute and the member must still lodge the disputed deposit amount in accordance with D1.1.
- E4 If a party issues court proceedings against the other in relation to the deposit dispute then the scheme must not be added as a defendant to the court proceedings in any circumstance. If a party does include the scheme (mydeposits or Tenancy Deposit Solutions Ltd) as a party to the proceedings then the scheme will be required to make an application to the court to remove itself from the court proceedings and will request its costs from the claimant for having to do so.
- E5 The party who chooses to use the courts to resolve the deposit dispute will be required to provide evidence that court proceedings has been issued within six months of being notified of the deposit dispute. This is to prevent a party frustrating the process or taking advantage of the other party who may not be able to afford to issue court proceedings.
- E6 At the discretion of the scheme:
- E6.1 We may request the full deposit amount be lodged with the scheme if the matter is proceeding through the courts;
- E6.2 If the party who chose court cannot provide evidence in accordance with E5 the scheme may release the disputed deposit amount held with the scheme to the other party;
- E6.3 The party receiving the disputed deposit amount will be required to sign a declaration agreeing that if the party who declined the use of the ADR mechanism does proceed through the courts to resolve this deposit dispute and obtains a court order stating that they are entitled to a sum of the disputed amount they agree to satisfy the court order within 14 days of a request under that court order (or other timeframe as set out in the court order);
- E6.4 See E4 with regards to the scheme's position on being added as a defendant to court proceedings related to deposit disputes.
- E7 If evidence that court proceedings have been initiated is received within 6 months of the deposit dispute being raised the scheme will hold the disputed deposit Amount until a court order is received.
- E8 We may retain the disputed deposit amount after receipt of a court order for a time to allow any appeal or leave to appeal, out of time;
- E9 On receipt of a court order we will pay the tenant what they are entitled to from the deposit amount. If the amount the tenant is entitled to is more than the disputed deposit amount we are holding then the member must make up any shortfall directly to the scheme within 10 calendar days of a request for the extra amount. If there is any amount remaining from the disputed deposit amount we are holding after paying back the tenant, then this will be returned to the member.
- E10 A court order provided to the scheme should specifically refer to the distribution of the disputed deposit amount and give instructions for the scheme to carry this out.
- E11 We may request any further information or documentation we deem appropriate before releasing the disputed deposit amount we are holding to the member or tenant. We recommend that a claimant's court claim form makes it clear that the claimant is applying for a Court Order for the return of a disputed deposit amount held by the scheme (mydeposits or Tenancy Deposit Solutions Ltd).

Section F - Deposit Dispute Evidence

- F1 The tenant will raise the deposit dispute by setting out their claim for the return of the deposit and providing any paper based evidence they feel is relevant to the deposit dispute.
- F2 In law, the deposit remains the property of the tenant unless the member proves entitlement; the onus is on the member to demonstrate and prove that they are entitled to any amount they are claiming. The member is required to rebut any of the tenant's assertions and provide reasons and evidence as to why they are entitled to deduct an amount from the tenant's deposit.
- F3 Both parties to the deposit dispute are responsible for setting out their position clearly. This includes pointing the adjudicator to relevant evidence to support their position. By agreeing to use the scheme's ADR mechanism both parties accept that the adjudicator acts as an impartial party, and will have total discretion to assess the evidence as such. Whilst the member will be provided with sufficient information in which to rebut the tenant's claim, neither party will be entitled to cross examine or be involved in the adjudication once the initial submissions have been made, unless specifically requested by the adjudicator.
- F4 All evidence submitted must be relevant and proportional to the issues in dispute. The online ADR system can only upload single files up to a maximum of 20mb in size. The parties can contact the scheme by telephone or email to discuss how to submit larger files. The scheme accepts no responsibility for the failure of the system to upload any documents or for the quality of the information. The parties can view their submissions on line and the onus is on them to ensure they are complete and of sufficient quality to support their case. We will seek to remedy any issue informed to us before the relevant deadlines set by the scheme, however if these deadlines are exceeded we cannot extend these except in exceptional circumstances.
- F5 Tenants and members are reminded that if the issues are particularly complicated or involve issues unrelated or exceeding the amount of the deposit or where there is a large or complex amount of evidence then they may obtain a better result if the matter is resolved at court.
- F6 Neither the scheme nor an adjudicator will be liable for any error or omission in an adjudication if the error or omission arose because the claim or rebuttal or supporting evidence was incomplete, illegible, confusing, contradictory or misleading, as long as the adjudicator has taken reasonable care with regards to the consideration of the position and evidence particularly when a large amount of evidence has been supplied by a party.
- F7 The scheme recommends that all tenants, members and landlord clients of agent members read the relevant ADR guide (tenant, landlord or agent), the deposits, disputes and damages guide released in association with all the tenancy deposit schemes, and the other specific guidance and case studies available on the scheme website to learn more about how to set out their claim or rebuttal and how evidence will be considered by an adjudicator. The guides and case studies can also be posted if a request is made through our call centre or by letter.
- F8 The most important documents in a deposit dispute are the AST agreement, check in and check out reports (including inventory and statement of condition) and also photographic/video evidence. Any costs incurred by the member should be supported by valid invoices, receipts or estimates.
- F9 The guides provided by the scheme give detailed information on how the evidence is considered by an adjudicator but as a summary:
- F9.1 The dated check in/out report will be given more evidential weight by an adjudicator if it has either been signed by the tenant or conducted by an independent third party inventory clerk. If there is a doubt as to the independence of the report the party relying on it should set out why they believe it to be independent. If the report has not been signed by the tenant the member should explain why not and provide evidence that the tenant was given the opportunity to do so.
- F9.2 With photographic and video evidence this should be used to support the party's position as set out in the claim or rebuttal. If the photographic or video evidence is not date stamped then the adjudicator cannot be sure when it was taken. If a party intends to rely on the electronic properties of a photographic or video file the scheme recommends the files are emailed rather than uploaded.

Returning evidence

- F10 The scheme will not return any evidence unless we are informed on submission that the party requires it back. Any physical evidence held by the scheme for over two weeks from receipt will be destroyed or shredded.
- F11 The scheme cannot be held liable for any loss suffered as a result of us not returning the evidence when we were not informed on submission that it is required back.
- F12 The scheme will arrange with the party how to return the evidence. If it requires special delivery then the amount required to send the evidence back must be paid in advance by the party requesting the evidence back.



Section G - The Adjudication

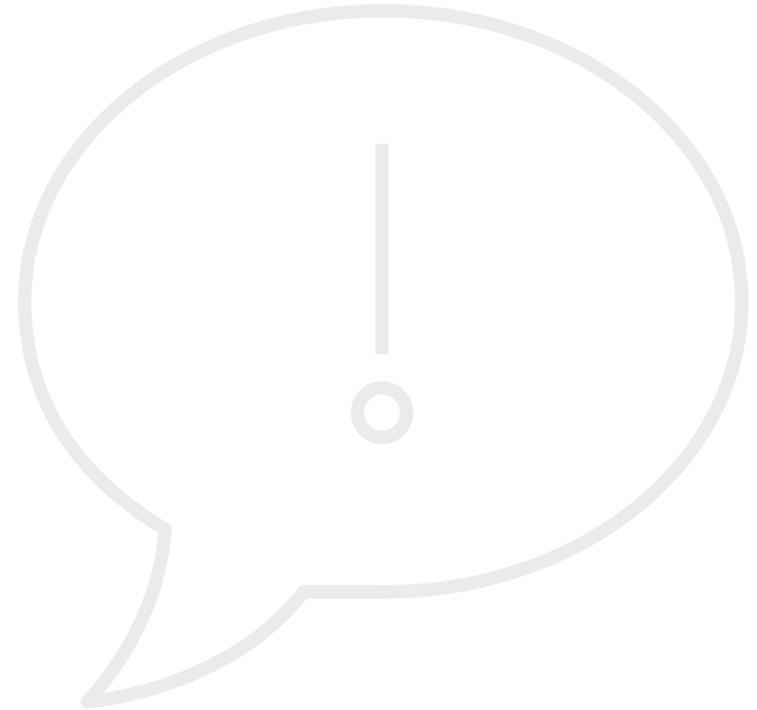
- G1 When the scheme has received the member's evidence in accordance with D8 the scheme will forward the following dispute papers to the adjudicator:
- G1.1 The tenant's claim and evidence;
 - G1.2 The member's rebuttal and evidence;
 - G1.3 Any other information we believe is relevant to the deposit dispute that has been communicated to us.
- G2 The adjudicator has 28 calendar days to make a decision from the date of receiving the dispute papers from us.
- G3 On receipt of the adjudication decision the scheme will:
- G3.1 Inform the parties and provide a copy of the decision;
 - G3.2 Make payment to the parties in accordance with the decision within 5 working days.
- G4 The adjudicator may ask for further information from either party should they be unable to reach a decision based upon the evidence initially provided, further clarification is required or they have reason to believe a further piece of evidence exists. However, as the adjudicator is required to work under tight government monitored timescales, if the adjudicator can make a decision based on the evidence provided at that point there is no requirement on the adjudicator to request further evidence.
- G5 The adjudicator may decide it is not possible to make a decision based on the evidence provided and in that situation will have to award the amount back to the tenant as the member has not persuaded the adjudicator that they were entitled to make the deduction from the deposit.
- G6 Adjudicators are required to consider a number of issues when making decisions on the amount of compensation a member should receive for repairing or replacing the contents or structure during the tenancy.
- G7 The adjudicator has to take fair wear and tear of the residential property and its contents into account and cannot make an award which would result in the member receiving new for old, also known as 'betterment'.
- G8 The scheme's 'Fair Wear and Tear' guide provides further information on how an adjudicator calculates fair wear and tear but they will take the following into account:
- G8.1 The age of the item (or when decoration last occurred);
 - G8.2 The quality and condition of the item at the start of the tenancy;
 - G8.3 The length of the tenancy;
 - G8.4 The permitted number of occupants (and to a lesser extent the type of occupants).
- G9 Any financial award made by an adjudicator is to compensate the member for a breach of the AST agreement by the tenant. This will generally be a breach which has resulted in the residential property not being returned in the condition it was in at the beginning of the tenancy (taking fair wear and tear into account).
- G10 All of the scheme's adjudicators are independent from the running of the scheme, experienced, are legally trained and/or hold membership of the Chartered Institute of Arbitration and have the training and ability to deliver adjudication decisions in accordance with legislative requirements governing the scheme.
- G11 The scheme's adjudicators are trained to follow a consistent approach to regularly occurring issues. This does not however mean that an adjudicator (or adjudicators) will find in exactly the same way in different cases. Although cases may seem the same to a member or tenant, every case is different and the evidence provided will be slightly different depending on the specific circumstances of that case. Adjudicators have discretion to decide what they believe to be fair in the circumstances. If one adjudicator considers a certain course of action to be fair in a case, a different adjudicator may consider a slightly different course to also be fair. Like a judge in the courts the adjudicator has discretion to make a decision based on the evidence submitted. As long as the adjudicator has followed the correct approach and explained the reason(s) for coming to a decision, then that decision will be correct even if a party is not happy with the decision (see F6).

G12 There is no right for any party to an appeal of a decision of an adjudicator through the scheme. The decision is final and binding on the parties and the scheme.



Section H - Miscellaneous Provisions

- H1 Like the Scheme Rules these Conditions of Deposit Disputes may need to be updated from time to time. Notices of any changes will be posted on our website, in newsletters and by email where the member has provided us with an email address, or direct mail if not.
- H2 If the scheme makes an incorrect payment to any party to a deposit dispute as a result of an administrative error then that party is required to immediately return the amount upon request by the scheme. Failure to return the amount in accordance with a request is likely to result in:
- H2.1 If a member, the discipline process being initiated under B2.1.1 of the Scheme Rules and legal proceeding being instigated to retrieve the outstanding amount;
- H2.2 If a tenant, legal proceeding being instigated to retrieve the outstanding amount.
- H3 In accordance with Schedule 10 paragraph (7) (2) of the Act, the scheme is entitled to retain any interest earned holding disputed deposit amounts. Such interest will be at normal commercial contract rate in line with Bank of England interest rates.
- H4 The scheme's complaints procedure cannot be used to complain against or appeal an adjudication decision as any party agreeing to use the scheme's ADR mechanism to resolve a deposit dispute means agreeing to be bound by the decision of the adjudicator.
- H5 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. The DCLG contact details are contained in the data protection notice of the Scheme Rules.





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