

## If you would like to view a version of these terms and conditions in a larger text size, you can download them at [depositprotection.com/insured-terms-and-conditions](https://depositprotection.com/insured-terms-and-conditions)

### 1. Definitions and Explanations of commonly used terms

Wherever the following words and phrases appear in these Insured Scheme Terms and Conditions they will always have the following meanings:

**Adjudication** means an evidence-based decision making process which results in a Decision about how a Dispute should be resolved;

**Adjudicator** means a qualified expert appointed by us to independently and impartially consider a Dispute and provide a Decision;

**Client Money Protection (CMP) Provider:** the regulated body that provides client money protection to Agents who are a member of their scheme;

**Customer Service Centre** means 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;

**The DPS** means The Deposit Protection Service provided by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3498808 and whose registered office is at The Pavilions, Bridgwater Road, Bristol BS13 8AE;

**Decision** means the evidence-based decision of an Adjudicator made in relation to a Dispute in accordance with these Terms and Conditions;

**Deposit** means the money a Tenant gives to their Landlord under the Tenancy Agreement. The Deposit is used as security against 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;

**Deposit ID** means the unique identifying reference number allocated to a Deposit following the successful registration of a Deposit to us;

**Disputed Amount** means the part of the Tenant's Deposit, up to the full value of the Deposit, the return of which is not agreed between the Landlord and Tenant

**Dispute** means when, 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;

**Dispute Papers** means the documents detailed in Sections 19 and 20;

**Dispute Resolution Service** means all or any of (i) the procedure for submitting the Landlord's Evidence Form and the Tenant's Evidence Form to The DPS; (ii) the acceptance of a Dispute into the Adjudication process; and (iii) the Adjudication including implementing the Decision;

**Disputed Amount Confirmation Form** means the form provided by the Tenant to The DPS informing them that the Tenant has requested that the Landlord repay the whole or any part of the Deposit within 10 calendar days of receipt of such request and that the Landlord has failed to do so;

**End of Tenancy Date** means the date notified to The DPS by the Landlord on registration of the Deposit as being the date on which the Tenancy ends;

**Forms** means all paper forms you must submit to us in order to use the Scheme including the Change of Landlord/ Agent Form, the Insured Deposit Registration Form, the Landlord's Evidence Form, and the Tenant's Evidence Form;

**Insured Deposit Registration Form** means the form to be completed by the Landlord in accordance with these Insured Scheme Terms and Conditions and submitted to The DPS with the relevant Protection Fee;

**Insured Scheme Terms and Conditions** means these Insured Deposit Protection Scheme Terms and Conditions;

**Joint Tenancy** This is where more than one Tenant has entered into a Tenancy Agreement with a Landlord;

**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 save where the context dictates otherwise;

**Landlord's Evidence Form** means the standard Landlord's evidence form completed by the Landlord containing evidence in support of the Dispute;

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

**Lead Tenant** means:

- (i) in the case of Joint Tenants, one of their number who has been nominated to act on their behalf; and
- (ii) where there is a Third Party, the person nominated to act on behalf of the Tenant(s) and the Third Party; and
- (iii) where there is only one Tenant, that Tenant.

**Letting Agent** This is the letting agent who lets or manages a property on the Landlord's behalf;

**Notification of Dispute Form** means the form sent to a Landlord by The DPS following receipt of a Disputed Amount Confirmation Form from the Tenant;

**Organisation** this 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;

**Pay as you go** means the payment method available for the protection of Deposits to Landlords and Organisations upon registration with the Insured Scheme;

**Prescribed Information** means the information which must be provided by the Landlord to Tenant(s) in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007 or the required information which must be provided by the Landlord to the Tenant in accordance with section 45(2)(b) of The Renting Homes (Wales) Act 2016;

**Protection Fee** means the fee required to be paid to The DPS by the Landlord to complete the registration of a Deposit received by the Landlord;

**Relevant Obligation** shall have the meaning set out in clause 34.

**Scheme or Insured Scheme** means the deposit protection scheme established under the Housing Act 2004 under which the Deposit is retained by the Landlord and a Protection Fee is paid to The DPS to cover the risk of the Landlord failing to pay any Disputed Amount to The DPS;

**Service** means the Deposit Protection Service or The DPS, which provides both Custodial and Insured Tenancy Deposit Schemes;

**SMS** means Short Message Service, otherwise known as text messaging service;

**Tenancy** means an Assured Shorthold Tenancy of a Property under which a Deposit is protected with us, or an occupation contract for the purposes of The Renting Homes (Wales) Act 2016 (an "Occupation Contract"), or another type of tenancy under which we are at our sole discretion to agree to protect a Deposit on these Terms and Conditions as if the Deposit related to an Assured Shorthold Tenancy or an Occupation Contract;

**Tenancy Agreement** means the written agreement between the Landlord and Tenant relating to the Tenancy of the Property; (which includes a contract-holder for the purposes of the Renting Homes (Wales) Act 2016);

**Tenant** means the Tenant of a Tenancy (which includes a contract-holder for the purposes of the Renting Homes (Wales) Act 2016);

**Tenant's Evidence Form** means the standard Tenant's evidence form completed by the Tenant containing evidence in response to the Landlord's Evidence Form;

**Third Party** means a person who has paid a Deposit in respect of a Tenancy to a Landlord on behalf of a Tenant and who is a relevant person for the purposes of Sections 212 to 215 of the Housing Act 2004;

**You** means the Party using the Scheme in accordance with these Insured Scheme Terms and Conditions and **your** shall be defined accordingly;

**Working Day** means any day 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](https://www.depositprotection.com) – up-to-date with our opening times.

### 2. Background – The Housing Act 2004

- a. If you are a Landlord in England and Wales and you enter into a Tenancy and take a Deposit from your Tenant on or after 6 April 2007, or you renew an existing Tenancy whether on the same or on different terms to the previous Tenancy, the Deposit must be protected in a Government authorised tenancy deposit scheme. This rule only applies if the tenancy is an assured shorthold tenancy.
- b. If the Deposit is not protected in a Government authorised tenancy deposit scheme and/ or the prescribed information required by the Housing Act 2004 is not provided, Tenants may make an application to Court and the Court may order that the Deposit be repaid to the Tenant or that the Deposit be paid into a Government authorised tenancy deposit scheme. The Court may also order that the Landlord pay compensation of not less than the amount of the Deposit and not more than three times the amount of the Deposit. Further, any failure to comply with Section 213 of the Housing Act means that no Section 21 notice can be given.
- c. The Landlord has a statutory obligation to provide the Tenant(s) with the Prescribed Information within 30 days from receipt of the Deposit. The Landlord must give the Tenant(s) the opportunity to check and sign the Prescribed Information by way of confirmation that it is correct. The DPS will provide the confirmation detailed in section 12 of these Insured Scheme Terms and Conditions but The DPS cannot provide the Prescribed Information on behalf of Landlords. A Prescribed Information template can however be downloaded at [www.depositprotection.com](https://www.depositprotection.com). Deposits are protected to ensure:
  - (i) when Tenants are entitled to it, they get all or part of their Deposit back;
  - (ii) when Tenants are not entitled to get all or part of their Deposit back, all or part of the Deposit is paid to the Landlord;
  - (iii) any Disputes between Tenants and Landlords will be easier to resolve; and
  - (iv) Tenants are encouraged to look after the property they are renting.

### 3. Overview of how the Scheme works

- a. The Tenant pays the Landlord the Deposit in accordance with the terms of the Tenancy agreement. If the Landlord chooses to register the Deposit with an insured tenancy deposit scheme, the Housing Act 2004 requires that the Landlord must register the Deposit within 30 calendar days of physically receiving it. The DPS will, however, accept Deposit registrations after this time.
- b. Following the successful protection of a Deposit, The DPS will provide confirmation of protection and other information to the Landlord and Tenant as detailed further in Section 12. The Landlord must provide the Prescribed Information to the Tenant.
- c. At the end of the Tenancy, the Landlord and Tenant should attempt to agree the basis for part or all of the Deposit to be returned by the Landlord to the Tenant.
- d. If there is a Dispute regarding the return of all or part of the Deposit the Dispute will be dealt with in accordance with these Insured Scheme Terms and Conditions (see Sections 17 to 21) unless The DPS is notified otherwise in writing.
- e. If a Tenant has no current address for the Landlord or the Landlord fails to respond to the Tenant's written notice asking whether the Landlord accepts that the Tenant should be paid some or all of the Deposit within 14 calendar days of the end of the Tenancy, the Tenant should follow the End of Tenancy process (as detailed in Section 17).

### 4. Ways to Contact The DPS

- a. The Online Service
  - (i) Landlords may register online by visiting [www.depositprotection.com](https://www.depositprotection.com).
  - (ii) Parties may communicate with The DPS by emailing [contactus@depositprotection.com](mailto:contactus@depositprotection.com) or, if a Dispute is being dealt with under the Dispute Resolution Service, by emailing [insured@depositprotection.com](mailto:insured@depositprotection.com).
  - (iii) All transactions processed via the online service will be processed in real time.
- b. Customer Service Centre
  - (i) The Customer Service Centre is available to:
    1. provide help and enquiry services to Landlords, Letting Agents and Tenants in connection with the Service;
    2. process requests for Forms; and
    3. manage new registrations of Landlords and Letting Agents.
  - (ii) The telephone number for the Customer Service Centre is 0330 303 0030.
  - (iii) The Customer Service Centre is open 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.
- (iv) All Landlords requesting Forms will be asked for their Landlord ID and the Deposit ID, where applicable, in order to process requests for Forms.
  - (v) All Tenants requesting Forms will be asked for their Deposit ID in order to process requests for Forms.
  - (vi) Before providing any held data, callers will be positively identified by a Customer Service Centre representative. If callers are unable to provide satisfactory answers to questions posed to establish the positive identity of the caller, the call will not be able to proceed.
- c. Paper Based Service
- (i) All Parties will be able to correspond with The DPS in writing and to request paper copies of Forms. All correspondence and completed paper Forms should be submitted to:  
The Deposit Protection Service  
The Pavilions  
Bridgwater Road  
Bristol  
BS99 6AA
  - (ii) Paper Forms can be requested via The DPS helpline on 0330 303 0030.
  - (iii) Any Forms requested will be pre-printed with any known relevant information linked to the transaction in question and mailed to the correspondence address of the requesting Party. Return of photocopied or altered forms will not be acceptable.

### 5. Registering for the Scheme – general information

- a. All information provided by Landlords at the time of registration (and thereafter) must to the best of their knowledge be complete, accurate and not misleading. **This is a Relevant Obligation. Please see clause 34 in particular for further details regarding the possible sanctions for non-compliance.**
  - b. In order to register a Deposit through the Insured Scheme, the Landlord must be a resident of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (the "Permitted Territories"). Landlord's resident outside the Permitted Territories are not permitted to protect a Deposit through the Insured Scheme.
  - c. The DPS will require all Landlords (other than Letting Agents and Organisations) to provide the following mandatory pieces of information:
    - (i) full name and title of the Landlord;
    - (ii) correspondence address of the Landlord;
    - (iii) at least one contact telephone number for the Landlord; and
    - (iv) online registrants and users will have to provide a valid email address.
  - d. The DPS will require all Organisations to provide the following mandatory pieces of information:
    - (i) full name and title of the primary contact at the Organisation;
    - (ii) Organisation's name;
    - (iii) correspondence address of the Organisation;
    - (iv) at least one contact telephone number for the Organisation; and
    - (v) online registrants and users will have to provide a valid email address.
  - e. The DPS will require all Letting Agents to provide the following mandatory pieces of information:
    - (i) full name and title of the primary contact at the Letting Agent;
    - (ii) Letting Agent's name;
    - (iii) confirmation of the Letting Agent's CMP provider
    - (iv) correspondence address of the Letting Agent;
    - (v) direct debit mandate details;
    - (vi) at least one contact telephone number for the Letting Agent; and
    - (vii) online registrants and users will have to provide a valid email address.
  - f. When email address(es) are amended, security communications will be sent by SMS, email or letter to the original details registered.
  - g. It is the responsibility of the Agent, Landlord or Tenant to inform The DPS immediately if a change has been made to their details without the consent of the registered Agent, Landlord or Tenant.
  - h. If monies are fraudulently released from the Insured Scheme as a result of an Agent, Landlord or Tenant not informing The DPS that there has been an amendment made to their details, to which they have not consented, The DPS will not be held liable for any loss incurred.
  - i. You must not attempt to register a Deposit with the Insured Scheme if there is a dispute between the Landlord and Tenant at the time of registration (the "Pre-Existing Dispute"). **This is a Relevant Obligation. Please see clause 34 in particular for further details regarding the possible sanctions for non-compliance.**
  - j. As part of the registration process (whether online, by post or telephone), a Landlord must provide when requested to do so the documentation set out in annex to these Terms and Conditions. The DPS reserves the right to vary these general requirements from time to time (with or without prior notice) and to request such additional evidence as it sees fit in relation to any specific situation.
  - k. The DPS shall endeavour to process any documents received by it in connection with clause 5j within the timeframes advised on its website from time-to-time. However, please note that such timeframes are for guidance purposes only and The DPS shall have no liability for any failure to process within these timeframes.
  - l. The DPS will not admit any Pre-Existing Dispute to the Dispute Resolution Service.
- ### 6. Registering Online
- a. Landlords may register online at [www.depositprotection.com](http://www.depositprotection.com)
  - b. All online registrants will have to confirm that they have read and understood these Deposit Protection Service Insured Scheme Terms and Conditions which incorporates the Privacy Policy/Data Protection Notice when registering their first Deposit with the Scheme and following any updates to these Insured Scheme Terms and Conditions.
  - c. Landlords will be required to supply a valid email address and select a password that must be a minimum of 5 characters in length to use the online service. It is the responsibility of the Landlord to keep this password secure at all times and not to disclose it to any third party.
  - d. Online registrants will receive a password activation email. To validate their

- registration the Landlord must click through the link in the email and submit the necessary validation documentation referred to above at clause 5(j).
- e. Once the registration has been validated a welcome email will be sent to the email address provided. This email will contain the Landlord's ID.

### 7. Registering by Telephone

- a. Landlords may register by telephone by calling 0330 303 0030.
- b. All Landlords who register for the Scheme via the Customer Service Centre will be provided with:
  - (i) a Landlord's ID on the telephone which will be confirmed in writing; and
  - (ii) Information with regard to where to find or how to obtain a copy of the Insured Scheme Terms and Conditions, which will be sent by post within 3 Business Days of registering for the Scheme.

### 8. Joint Tenancies and Third Parties

- a. Where there are Joint Tenants the Landlord is recommended to arrange for the individual Deposits of each Joint Tenant to be registered separately with The DPS. Alternatively, where there are Joint Tenants or a Third Party registered together on a Deposit, the Landlord must manage the relationship between the Joint Tenants, and between the Tenant and any Third Party, and identify a Lead Tenant in the Insured Deposit Registration Form who is authorised to act on behalf of all Joint Tenants and any Third Party.
  - b. When submitting a Deposit, the Landlord will be required to tick a box that confirms that the Lead Tenant has been agreed by all Tenants and that they have agreed that the Lead Tenant will control the Dispute Resolution process, in the event of a dispute.
  - c. Additional Tenants will have an opportunity, upon receipt of the Deposit submission confirmation, to contact The DPS if (b) above has not been complied with. In such circumstances, The DPS will split the Deposit equally between Tenants in order for them to manage their part of the Deposit separately. Any such request must be received by The DPS within 14 Calendar Days of the Deposit submission confirmation being issued.
  - d. The Lead Tenant will represent the interests of all Joint Tenants and any Third Party, and will act on their behalf specifically in connection with the Tenant's Evidence Form or any other relevant Form.
  - e. It is the responsibility of the Landlord completing the Insured Deposit Registration Form to ensure that the responsibilities of the Lead Tenant are fully understood by all Tenants, and any Third Party, and that the Lead Tenant is nominated by all of the Joint Tenants and any Third Party.
  - f. The Landlord will be required to confirm on the Insured Deposit Registration Form that they have explained to all Tenants, and any Third Party, the role and responsibility of the Lead Tenant.
  - g. Changes to Joint Tenancy information is the responsibility of the Landlord.
- ### 9. Insured Deposit Registration
- a. The Landlord is responsible for ensuring that Deposits are registered for protection within 30 calendar days of the date of receipt by the Landlord.
  - b. The Insured Scheme may only be used to protect Deposits up to the amount of £12,000.
  - c. Deposit information can be submitted by completing an online or paper Insured Deposit Registration Form and paying the relevant Protection Fee.
  - d. The Landlord is responsible for ensuring that the information contained on the Insured Deposit Registration Form is complete, accurate and not misleading. **This is a Relevant Obligation. Please see clause 34 in particular for further details regarding the possible sanctions for non-compliance.**
  - e. The following information is a mandatory requirement on all Insured Deposit Registration Forms:
    - (i) Landlord ID;
    - (ii) Landlord name / Letting Agent or Organisation name / trading title;
    - (iii) house number / name and first line of address of Tenancy property;
    - (iv) town / city of Tenancy property;
    - (v) start date of Tenancy;
    - (vi) End of Tenancy Date;
    - (vii) date Deposit received by the Landlord;
    - (viii) Deposit amount received by the Landlord;
    - (ix) full name and title of Tenant / Lead Tenant / Third Party;
    - (x) in the case of Joint Tenants, the full name and title of all Tenants that are party to the Joint Tenancy; and
    - (xi) a mobile phone number or email address for the Tenant / Lead Tenant. (online registrations).

- f. Incomplete, illegible or unrecognisable Insured Deposit Registration Forms will be rejected and Protection Fees returned to the sending Landlord within 4 Business Days of receipt.

- g. In order for a Deposit to be protected, in relation to a Pay As You Go user the appropriate Protection Fee must be cleared in full.

### 10. Online Insured Deposit Registration Forms

- a. Insured Deposit Registration Forms may be completed using The DPS online service at [www.depositprotection.com](http://www.depositprotection.com).
- b. Landlords using the online service will not be able to submit an Insured Deposit Registration Form unless all the mandatory information is provided.
- c. Cheques or Debit Cards can be used as payment for online transactions.
- d. Debit Card transactions will be processed online and confirmation that a successful Card transaction has taken place will be provided to Landlords in real time. Where Protection Fee payments are made online, Insured Deposit Registration Forms will be processed within 1 Business Day of receipt by The DPS.
- e. Cheques sent in support of Insured Deposit Registration Forms completed online must be accompanied by a printed copy of the completed Insured Online Cheque Submission Form that will be generated by the online service when the Landlord selects the option to pay by cheque. The cheque for the full amount of the Protection Fee must be securely attached to the printed Insured Online Cheque Submission Form.
- f. The printed Insured Online Cheque Submission Form and Protection Fee cheque should be sent to the address set out in Section 4(c).

- g. All cheques must be made payable to The Deposit Protection Service, be dated in the past within 3 months of the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Protection Fee as stated on the Insured Online Cheque Submission Form. The reverse of the cheque should be marked with the Landlord's ID, their registered address and the Deposit ID generated when the online Insured Deposit Registration Form was completed and appearing on the Insured Online Cheque Submission Form.
- h. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Insured Online Cheque Submission Form and return the cheque and the Insured Online Cheque Submission Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
- i. For all Insured Online Cheque Submission Forms that are successfully processed, cheques will be banked within 1 Business Day of receipt. (The DPS will issue a confirmation of receipt of the Protection Fee 5 calendar days after the Insured Online Cheque Submission Form has been processed and, where applicable, of the cheque for the Protection Fee clearing). Confirmations will not be delivered to Landlords or Tenants until the Insured Online Cheque Submission Form is processed.

#### 11. Paper Insured Deposit Registration Forms

- a. All paper Insured Deposit Registration Forms should be sent to the address set out in Section 4(c).
- b. Paper Insured Deposit Registration Forms will be rejected and the Protection Fee returned in the event that they are not properly and fully completed.
- c. Insured Deposit Registration Forms will be processed within 4 Business Days of receipt by The DPS.
- d. A cheque for the full amount of the Protection Fee must be securely attached to the Insured Deposit Registration Form. Only cheques will be accepted as payment for paper Insured Deposit Registration Forms.
- e. All cheques must be made payable to The Deposit Protection Service, be dated in the past and not more than 3 months prior to the date of processing, signed by an authorised signatory of the account, drawn on a UK bank and in pounds Sterling. Words and figures must match and be equal to the full amount of the Deposit as stated on the Insured Deposit Registration Form. The reverse of the cheque should be marked with the Landlord's ID and their registered address.
- f. Should the cheque not meet any of the criteria above The DPS reserves the right to reject the Insured Deposit Registration Form and return the cheque and the Insured Deposit Registration Form to the Landlord within 4 Business Days of receipt, identifying the reason for rejection.
- g. Cheques will be banked within 1 Business Day of receipt. The DPS will issue a confirmation of receipt of the Deposit Protection Fee 5 calendar days after the Insured Deposit Registration Form has been processed and the cheque for the Protection Fee has cleared.

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

- a. The DPS will provide written confirmation that a Deposit is protected to:
- the Landlord sent to their registered address or registered email address;
  - the Lead Tenant – sent to the registered email address, or if one has not been provided, by post to the Tenancy address, or in the case of a Deposit being paid more than 14 days in advance of the occupation date of the Tenancy, an interim address that has been provided to The DPS;
  - where there are Joint Tenants, to the registered email address of each Tenant or to the household at the Tenancy address.

**Please note that protection of a Deposit within the Scheme shall not commence until the notice referred to in this clause 12(a) has been sent by The DPS to each of the Parties listed.**

- b. The Landlord will be responsible for providing confirmation to the Third Party.
- c. The confirmation to each Party will contain:
- Name, address and contact details of the DPS;
  - the Deposit ID;
  - the amount of the Deposit and the date of registration;
  - the name and contact details of the Landlord;
  - the name(s) of the Tenant(s) and the Lead Tenant, if applicable
  - the address of the Tenancy property;
  - start date of Tenancy;
  - tenancy end date;
  - Details of these Insured Deposit Protection Scheme Terms and Conditions.

#### 13. The Tenant's Login

- a. Lead Tenants will be able to log in to the Service at [www.depositprotection.com](http://www.depositprotection.com) by inputting their Deposit ID and Surname.
- b. Lead Tenants will be able to view all information held by the Service in relation to their Tenancy. Lead Tenants will be able to amend or update Tenants' email addresses and telephone numbers.

#### 14. Changes in Landlord or Tenant(s) Data

- a. Lead Tenants will be able to update their own contact details, Tenants' email addresses and telephone numbers at any time online. It is the Lead Tenant's responsibility to ensure that their forwarding address and all contact details are up-to-date. Landlord's may change any other data held in relation to the Landlord or request a Change of Tenant. Landlords must ensure that all information held by The DPS in relation to Tenancies, and Deposits for which they are responsible are up to date and complete, accurate and not misleading. **This is a Relevant Obligation. Please see clause 34 in particular for further details regarding the possible sanctions for non-compliance.**
- b. The Lead Tenant is solely responsible for updating their forwarding address and all contact details with The DPS. This update can be done over the telephone helpline, via their online login, or in writing.
- c. Updates, changes and additions to information held by The DPS can only be made by the Landlord or the Lead Tenant. Changes can be notified:
- over the telephone helpline
  - via the online service
  - in writing
- d. Prior to any changes being made via the Customer Service Centre, the Landlord

- or Lead Tenant, as applicable, will have to be positively identified.
- e. Changes made via the online service will only be possible for registered Landlords or Lead Tenants logged onto the Service.
- f. Changes made in writing must be signed by the Landlord or Lead Tenant as applicable.

#### 15. Deposit Repayments

- a. The Landlord is responsible for returning the Deposit to the Lead Tenant at the end of the Tenancy.
- b. The DPS urge all Landlords to meet with Tenants in an attempt to agree the fair distribution of the Deposit at the end of the Tenancy.
- c. If the Landlord and Tenant cannot reach agreement on the return of the Deposit at the end of the Tenancy, the Parties may use the Dispute Resolution Service as further set out below.

#### 16. Confirmation of an Insured Deposit closure

- a. The DPS will send the Landlord a reminder 1 month before the Tenancy End Date informing them that The DPS must be notified prior to the Tenancy End Date whether the Tenancy is a) at an end; b) continuing on a periodic basis; or c) renewing as a fixed term Tenancy. If the Landlord does not respond to this notification prior to the Tenancy End Date The DPS will close the Deposit and inform the Landlord and all Tenants that the Deposit is no longer protected. The DPS will send such notification via email, SMS or postal communication.

#### 17. Dispute Resolution Service – General

- a. The use of the Dispute Resolution Service does not remove the duty of one party to pay the other any other amounts which are due.
- b. Use of the Dispute Resolution Service is free of charge (other than the Parties' own costs) to the Landlord and Tenant.
- c. Each Party must bear their own costs of participating in the Dispute Resolution Service. The Adjudicator cannot make any award on costs.
- d. The Landlord and Tenant are free to settle the Dispute between them on an agreed basis at any time but they must both then notify The DPS of their agreement to do so as soon as possible, so that The DPS can terminate the Dispute Resolution Service and register that the Landlord has returned the Deposit in accordance with that agreement.
- e. The Adjudicator can only make a Decision to award up to the value of the Disputed Amount.
- f. If either of the Parties fails to comply with any of the steps detailed in these Insured Scheme Terms and Conditions the Dispute may be rejected from the Dispute Resolution Service.
- g. The DPS may determine in its absolute discretion whether a Party has complied with these Insured Scheme Terms and Conditions and is eligible to participate in, or to continue to participate in the Dispute Resolution process.
- h. The Dispute must not be the subject of an existing court action.
- i. Disputes will not be admitted to the Dispute Resolution process where, in the reasonable opinion of The DPS:
- they relate to matters other than the return of the Disputed Amount; and/or
  - where either Party has indicated their intention to issue legal proceedings; and/or
  - the issues involved have already been determined by a Court;
- j. The Adjudicator may also reject Disputes which, in their reasonable opinion:
- are being pursued in an unreasonable manner;
  - are frivolous;
  - are vexatious; and/or
  - seek to raise matters which have already been decided upon or which were previously decided by a similar dispute process, or matters which, in the opinion of the adjudicator, exceed their jurisdiction.
- k. Evidence submissions can be made only to the Dispute Resolution Team by post to the address set out in 4(c), or by email to [insured@depositprotection.com](mailto:insured@depositprotection.com). All evidence submissions must be received before midnight on the deadline day. Evidence received after that time will not be accepted.

#### 18. Initiating the Dispute Resolution process

- a. Where a Dispute arises between the Parties and has not been resolved by negotiation between them, if the Tenant wishes to use the Dispute Resolution Service they must:
- submit a properly completed Disputed Amount Confirmation Form which confirms that the Tenant agrees to use the Dispute Resolution Service and be bound by the Decision of the Adjudicator;
  - provide evidence that they have discussed the repayment of the deposit with the Landlord; and
  - provide a copy of the Assured Shorthold Tenancy Agreement or Occupation Contract where possible.

The DPS may also ask the Tenant to provide evidence of the date the Tenancy ended.

- b. **A completed Disputed Amount Confirmation Form must be received by The DPS within 90 days of the end of the Tenancy for the Tenant to commence the Dispute Resolution Service.** If a properly completed Disputed Amount Confirmation Form is not received by The DPS within 90 days of the end of the Tenancy, The DPS will close the Deposit and inform the Landlord and all Tenants that the Deposit is no longer protected.
- c. The Dispute Resolution Service can only be used if the Tenant has complied with the requirements of clause 18(a). If the Disputed Amount Confirmation Form has not been properly completed (for example, if not signed and dated by the Tenant and/or if any of the mandatory declarations (such as the Tenant's agreement to be bound by the Decision of the Adjudicator) have been deleted) then the request for Adjudication may be invalid and the Parties will be recommended by The DPS to pursue the Dispute via the Courts. The DPS shall continue to hold the Disputed Amount in accordance with section 23 of these Insured Scheme Terms and Conditions below, until instructed to do otherwise by a Court Order or instruction signed by both Parties.

#### 19. Notifying the Landlord of a Disputed Amount

- a. Upon notification by the Tenant to The DPS in accordance with section 18 that

there is a Dispute, The DPS will send the Landlord a Notification of Dispute Form and request that the Landlord pay the Disputed Amount to The DPS.

- b. On receipt of the Notification of Dispute Form, the Landlord must:
- properly complete and return the Notification of Dispute Form; and
  - pay the Disputed Amount so that both are received by The DPS within 10 calendar days of issuance of the Notification of Dispute Form by The DPS.
- This is a Relevant Obligation. Please see clause 34 in particular for further details regarding the possible sanctions for non-compliance.**
- c. To properly complete the Notification of Dispute Form, the Landlord must provide a description and itemised breakdown (detailing individual costs) of their claim against the Deposit.
- d. If no response is received from the Landlord in accordance with clause 19(b) and (c), the Landlord will be treated as having not agreed that the Tenant should be paid the Disputed Amount and as having given their consent for the Dispute to be resolved through the Dispute Resolution Service.
- e. Once the Disputed Amount has been received from the Landlord the Disputed Amount will be retained by The DPS until a Decision has been issued;
- a court order is received, directing The DPS to release the funds to the appropriate party; or
  - a written instruction is received which is signed by both parties agreeing on the distribution of the Disputed Amount.

#### 20. Landlord's Evidence Forms

- a. Following receipt of the properly completed Notification of Dispute Form from the Landlord, or if no response has been received from the Landlord within 10 calendar days of issuance of the Notification of Dispute Form, The DPS will issue a Landlord's Evidence Form to the Landlord. The DPS will also, where possible, send notification to the Landlord that a Landlord's Evidence Form has been issued via email.
- b. The Landlord's Evidence Form must be properly completed and received by The DPS within 14 calendar days of it being issued.
- c. The Landlord's Evidence Form should include but is not limited to the following information:
- a statement of the precise issues which are in Dispute and the reasons for the amount of any Deposit claimed by the Landlord;
  - attach the signed check-in inventory and schedule of condition;
  - attach vacating instructions;
  - attach the signed check-out inventory and schedule of condition;
  - attach a signed and legally compliant written tenancy agreement
  - if a Letting Agent or Organisation is acting, attach a copy of their terms of business/management;
  - attach 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;
  - attach a statement of the rent account, if relevant;
  - where housing benefit has been paid, attach a letter from the Housing Benefit Department stating when it will stop, or that it has stopped;
  - attach any other relevant information including photographs, DVDs, correspondence or receipts. Any photographs or digital evidence must be signed or a statement should be attached signed by the Party providing them and showing the date on which they were taken; and
  - confirm that they have contacted the Tenant and provide a copy of any correspondence between them or details of their discussions.
- d. If the Landlord is unable to provide any of the information detailed in Section 19(b) above, they must explain to The DPS why they are unable to do so and The DPS will then exercise its discretion as to whether to allow the Dispute to proceed to Adjudication notwithstanding such failure.
- e. Following receipt of the Landlord's Evidence Form, The DPS may request additional information or clarification.
- f. The Landlord must provide The DPS with a signed, valid, written tenancy agreement for the purposes of Adjudication when requested and in any event before the case is passed to the Adjudicator. If no copy of the tenancy agreement is received by The DPS, the Dispute Papers will be passed to the Adjudicator in line with the normal timescale in any event. **Please note that the Landlord's claim is likely to fail if such a tenancy agreement is not supplied.**
- g. **If the Landlord fails to complete and return the Landlord's Evidence Form so that it is received by The DPS within 14 days of it being issued, The DPS shall be entitled to pay the Disputed Amount out in accordance with the Tenant's instructions contained within the Disputed Amount Confirmation Form.**

#### 21. Tenant's Evidence Form

- a. Upon receipt of a properly completed Notification of Dispute Form from the Landlord, or if no response has been received from the Landlord within 10 calendar days of issuance of the Notification of Dispute Form, The DPS will issue a Tenant's Evidence Form to the Tenant. If a response was received from the Landlord within 10 calendar days of the issuance of the Notification of Dispute form, the Evidence Form will include details of the Landlord's claim. The DPS will also, where possible, send notification via email to the Tenant that a Tenant's Evidence Form has been issued.
- b. The Tenant's Evidence Form must be properly completed by the Tenant and received by The DPS within 14 calendar days of it being issued.
- c. The Tenant's Evidence Form requires the following information to be provided:
- set out the reasons why the Tenant denies that the Landlord is entitled to some or all of the Disputed Amount; and
  - attach any other relevant information, which may include photographs, DVDs, correspondence or receipts. Any digital evidence must 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 there is a Lead Tenant they must complete the Tenant's Evidence Form on

behalf of all Tenants.

- e. **If the Tenant fails to complete and return the Tenant's Evidence Form so that it is received by The DPS within 14 calendar days of it being issued, The DPS shall be entitled to pay the Disputed Amount out in accordance with the Landlord's instructions contained within the Notification of Dispute form.**

#### 22. The Adjudication

- a. If evidence is received from both parties, by submission of properly completed Landlord and Tenant Evidence Forms in accordance with the timelines set out in these Terms and Conditions The DPS will forward copies of:
- the Landlord's Evidence Form;
  - the Tenant's Evidence Form;
  - any additional evidence submitted by the Landlord or the Tenant; to the Adjudicator.
- b. 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.
- c. The Adjudicator will be fair and unbiased and will make a Decision based on the evidence contained in the Dispute Papers. Adjudications are made on the basis of the documentary evidence submitted to The DPS. Please ensure you submit all of the supporting evidence you feel necessary to substantiate your case at the time when you are requested to do so. Any documentation or evidence submitted after the Dispute has been sent to the Adjudicator may not be considered.
- d. The Adjudicator may:
- make any necessary enquiries if issues or queries arise when reviewing the evidence;
  - receive and take account of any spoken or written evidence the Adjudicator thinks is relevant;
  - carry on with the Adjudication even if either Party does not act in accordance with these Insured Scheme Terms and Conditions or any instruction;
  - end the Adjudication if it appears that the Dispute cannot be settled under it, or if the Parties settle their dispute before a Decision is made.
- e. The Adjudicator may take the initiative in ascertaining the facts and the law.
- f. The Adjudicator may apply their discretion and judgement to the interpretation of the Tenancy Agreement, other relevant documents and the application of the facts.
- g. The Adjudicator will send copies of any additional information or documents received from one Party to the other Party.
- h. Except in the circumstances set out in section d above, the Adjudicator will make a Decision within 28 calendar days of receipt of the Dispute Papers. The day of receipt will be the day following the day the Dispute papers are sent to the Adjudicator.
- i. The DPS will notify the Parties in writing of the Decision of the Adjudicator within 2 Business Days of the Decision. The Decision will be binding on the Parties.
- j. The Adjudicator may correct accidental slips or omissions in Decisions within 30 days of the Decision.
- k. The Decision is final and binding and cannot be appealed.
- l. The DPS will make payment in accordance with the Adjudicator's Decision by cheque or electronic transfer in accordance with the details recorded for the relevant Parties in its records.
- m. If the Disputed Amount has not been sent to The DPS by the Landlord, the Tenants may be required to provide The DPS with further evidence before The DPS can make payment. Evidence may include proof that they paid the Deposit, a signed copy of the Tenancy Agreement, photo identification, proof of address at the Tenancy Address and at the Tenant(s)' new address.
- n. Where further evidence under section 21(m) is not required, payment will be made by The DPS as set out in the Decision of the Adjudicator within 10 calendar days of the date of the Decision. Where further evidence is required, payment will be made within 10 calendar days of satisfactory receipt of any further evidence requested by the DPS.
- o. If the Disputed Amount has been sent to The DPS by the Landlord and 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.

#### 23. Court Orders

- a. If you obtain a Court Order against your Landlord or Tenant The DPS will only release the Disputed Amount if the Court Order specifically refers to the Deposit and/ or the scheme administrator holding the Disputed Amount and includes a direction as to how much of the Deposit is to be paid to the successful party.
- b. If the Court Order does not include a reference to the Deposit, or to the scheme administrator, The DPS will be unable to release the Disputed Amount until either the Order is amended or a Third Party Debt Order is obtained.

#### 24. Costs

- a. A fee of £25.89 will be charged for the processing of a payment to an overseas bank account, Full details of the Protection Fees payable can be found at [www.depositprotection.com](http://www.depositprotection.com).

#### 25. 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 here at the address in section 4. To send us an email,

please use: [complaints@depositprotection.com](mailto:complaints@depositprotection.com)

## 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. Service Availability

- a. The online Service will usually be available for use 24 hours a day, 7 days per week and 365 days per 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 the control of The DPS.
- b. The DPS 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 in sufficient time to be received within any deadlines.

## 28. Liability

- a. The DPS will take reasonable care in operating the Service. The DPS's liability in relation to any claim shall in no circumstances whatsoever 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. The DPS does not accept liability for any indirect or consequential loss suffered anybody or for any loss, which does not arise as a result of its negligence, wilful default or fraud.
- c. Neither The DPS 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 General Terms and Conditions and this results in loss or damage to The DPS, you shall be liable to compensate The DPS for any such loss or damage.
- e. Any limitation or exclusion of liability under these General 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, Tenant ID, Repayment ID or log in details have been lost, disclosed to, or obtained by anyone who is not authorised to have them, and that their integrity is threatened. Until such notification is received by us, The DPS will assume that any instructions received in electronic form, on the telephone or in writing which have been authenticated by your Landlord ID or Tenant ID and your Repayment ID are genuine and are valid instructions from you and The DPS 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. Online Security

- a. Except where The DPS has been negligent, The DPS does 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 The DPS or prior to any email message being received by The DPS 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. The DPS takes reasonable care to ensure that electronic communications generated by it 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. The DPS's 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 The DPS are free from viruses or defects. If a communication from you is found to contain a virus, The DPS shall not be obliged to receive or act upon such communication.
- d. The DPS shall not be responsible for delays or failure to perform any of its obligations due to acts beyond its control. Such acts shall include, but not be limited to, acts of God, strikes, lockout, riots, acts of war, epidemics, pandemics, 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 The DPS, please ensure your e-mail does not exceed 20 megabytes. Any e-mails received larger than 20 megabytes may not be received.
- g. Any information supplied on our website or within our FAQs is for guidance only. Independent advice should be sought regarding the interpretation of any applicable legislation.
- h. You are responsible for keeping any passwords in relation to The DPS as secure as possible. All passwords should contain a mixture of Upper and Lower case letters, together with numerics. The DPS accepts no liability for any loss incurred as a result of you not ensuring your passwords are kept as secure as possible.
- i. The DPS will not be held responsible for any expense incurred as a result of a duplicate deposit being registered (including any protection fees incurred in relation to the Insured scheme).

## 30. Data Protection Notice/ Privacy Policy

- a. The DPS's Data Protection Notice/ Privacy Policy can be viewed by visiting <https://www.depositprotection.com/privacy-policy> or by calling 0330 303 0030 to request a copy.

## 31. Intellectual Property

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

## 32. General

- a. Unless otherwise detailed in these Insured Scheme Terms and Conditions, The DPS shall endeavour to process all Forms within 4 Business Days of receipt.
- b. Unless otherwise detailed in these Insured Scheme Terms and Conditions, all time limits will be calculated, as applicable:
  - (i) excluding the day of receipt of Forms or documents by The DPS; and
  - (ii) from the day that Forms or documents are issued by The DPS regardless of the date when they are received or seen by the Parties.
- c. Unless correspondence relates to Dispute Resolution, all communications will be sent via 2nd class post.
- d. If you are in any doubt as to whether an instruction has been received or carried out you should telephone The DPS immediately using the helpline 0330 303 0030;
- e. The DPS may determine in its absolute discretion whether a Party has complied with these Insured Scheme Terms and Conditions.
- f. The DPS reserves the right to delay taking action on any particular instruction if it considers that it needs to obtain further information or to comply with any legal or regulatory requirement binding on The DPS (including obtaining evidence of identity to comply with money laundering regulations) or to investigate any concerns it may have about the validity or any other matter relating to the instruction.
- g. The DPS will not do, or refrain from doing, anything which would, or might in its judgment, break any relevant laws, rules, regulations or codes or risk exposing The DPS to criticism for behaving improperly or not acting in accordance with good market practice. In addition, The DPS reserves the right to suspend or apply such restrictions as it sees fit in relation to a Party's access to their account where it has reason to believe a Party has not complied with any of these Terms and Conditions or any relevant laws, rules, regulations or codes or where The DPS considers it is appropriate to do so pending any further investigations or enquiries.
- h. The DPS 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. **This is a Relevant Obligation. Please see clause 34 in particular for further details regarding the possible sanctions for non-compliance.**
- i. From time to time we may change these Terms and Conditions. We will keep you informed about changes with a message on our homepage at [www.depositprotection.com](http://www.depositprotection.com) and when you log in to use the online service. You can always find our current Terms and Conditions on our website too. If you would like a paper copy, call or email us. All Forms or online submissions will be processed and all Disputes dealt with in accordance with the Terms and Conditions in force at the time the relevant Forms or online submissions are received by us. Our Terms and Conditions can be viewed online at [www.depositprotection.com](http://www.depositprotection.com) or a paper copy is available on written request.
- j. If one, or part of the terms of these Insured Scheme Terms and Conditions proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms and conditions in any way.
- k. If The DPS relax any of the terms of these Insured Scheme 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.
- l. If the Landlord and Tenant agree to any amount that is to be repaid to the Tenant, it is the responsibility of the Landlord to repay this amount to the Tenant.
- m. The responsibility for safekeeping the Deposit remains with the Landlord until the Deposit is repaid and the Deposit closed on The DPS system, whether the Deposit is held by the Landlord or appointed Letting Agent
- n. If a Landlord fails to repay any proportion of the Deposit agreed to the Tenant, Computershare, or their appointed 3rd party agent, may pursue the Agent or Landlord for the funds.
- o. It is the sole responsibility of the landlord of a Tenancy to complete all due diligence required on the Agent appointed by them to register their Tenant(s) Deposit(s) with The DPS.
- p. Membership of The DPS and use of either the custodial or insured schemes cannot be taken as credibility of the Agent.
- q. Once a Protection Fee has been paid, no refunds will be provided for any reason.
- r. Once paid to the DPS all disputed Deposits will be held in a designated bank account which we maintain for all parties using the Insured Scheme.
- s. A Party must, provide any further information or documentation that The DPS may request from time to time. **This is a Relevant Obligation. Please see clause 34 in particular for further details regarding the possible sanctions for non-compliance.**

## 33. Acceptance into Scheme

- a. The DPS may determine in its absolute discretion whether a Party is permitted to become a member of the Insured Scheme and / or to register any Deposit (including any additional Deposits) within the Scheme.

## 34. Relevant Obligations

The DPS consider the following obligations (whether set out in these terms or otherwise applicable) to be 'Relevant Obligations' for the purposes of paragraph

5(7) (b) of Schedule 10 of the Housing Act:

- (i) Any obligation to ensure the completeness and/or accuracy of any information or documentation supplied to The DPS;
- (ii) Any obligation to respond to requests for further information or documentation or otherwise assist any due diligence carried out by or on behalf of The DPS;
- (iii) Any obligation requiring the payment of any fee including any Protection Fee;
- (iv) Any obligation to lodge with The DPS any Disputed Amount following a request from The DPS to do so;
- (v) Any obligation to comply with any laws, rules, regulations or codes; and
- (vi) Any other obligation set out in these terms and conditions which we have identified as being a Relevant Obligation.

Please note that where a Landlord has failed to comply with a Relevant Obligation, The DPS shall (in addition to any other rights it may have) be entitled to:

- (a) determine that a Deposit protected under the Insured Scheme in relation to a tenancy which has not yet ended shall cease to be protected; and / or
- (b) terminate the membership of that Landlord.

Before taking the steps set out at (a) and (b) above, The DPS will notify the Landlord setting out the reasons why it is proposing to take either or both of these steps.

Following a period of at least 14 days from the deemed receipt by the Landlord of this notice, if The DPS determines to proceed with either or both of these steps, it shall notify both the Landlord and Tenant of its determination and inform them the date on which the relevant measures shall take effect.

### **35. Governing Law**

**These Insured Scheme Terms and Conditions are governed by and shall be construed in accordance with the laws of England and Wales. In the event of a dispute the English courts shall have jurisdiction.**

## Annex – Documents Required to Complete Landlord Registration

Landlords and Organisations	<ol style="list-style-type: none"> <li>1. An original or certified copy of the Tenancy Agreement relating to the initial Tenancy proposed for protection; <b>AND</b></li> <li>2. An original or certified copy of any <b>ONE</b> of the following items in relation to the Landlord's* address: <ol style="list-style-type: none"> <li>(i) Local authority tax bill relating to the current tax year;</li> <li>(ii) Current UK/EEA photo-card driving licence or blue disabled driver's licence;</li> <li>(iii) Current full UK driving licence (old paper version);</li> <li>(iv) Utility bill no older than three months (not including a mobile phone bill), or a certificate from a supplier of utilities confirming the arrangement to pay for the services on pre-payment terms;</li> <li>(v) Bank or building society statement (not printed from the internet) which includes the account holder's address;</li> <li>(vi) Current home or motor insurance certificate (issued within last 12 months, can only be used by policy holder);</li> <li>(vii) Mortgage statement (no more than 12 months old)</li> </ol> </li> </ol> <p>* Where an account is created by an Organisation, the documents referred to above should be supplied in relation to a current statutory director or equivalent person of that Organisation.</p>
Letting Agents	<p>Current Client Money Protection (CMP) documentation from <b>ONE</b> of the following in relation to the Letting Agent's membership of the relevant body:</p> <ol style="list-style-type: none"> <li>(i) Client Money Protect – Membership certificate or CMP certificate;</li> <li>(ii) UK Association of Letting Agents (UKALA) – Membership certificate or CMP certificate;</li> <li>(iii) SafeAgent – Membership certificate or CMP certificate;</li> <li>(iv) Money Shield - Membership certificate or CMP certificate;</li> <li>(v) PropertyMark - Membership certificate or CMP certificate; or</li> <li>(vi) Royal Institute of Chartered Surveyors (RICS) – Letter of confirmation from RICS.</li> </ol>





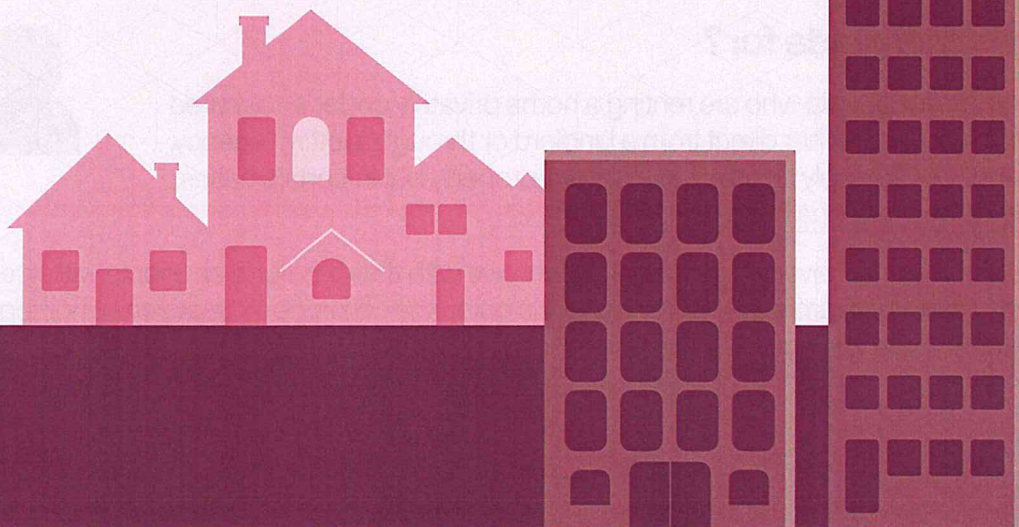


HM Government

# How to rent

The checklist for  
renting in England

October 2023



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**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](https://www.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.

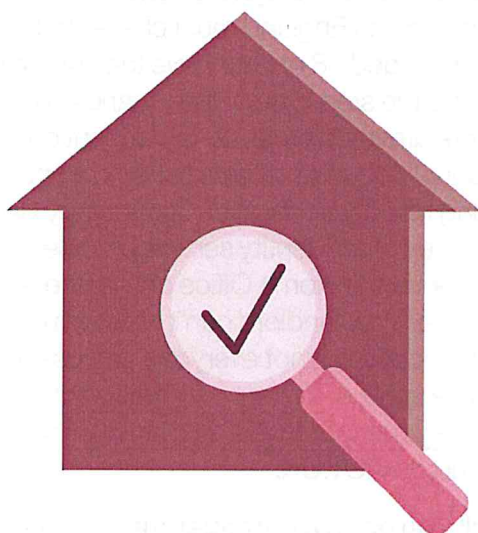
## Ways to rent a property

### 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](https://www.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](#).

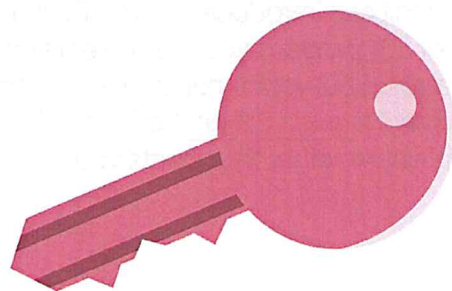
## Things the landlord must do

- 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.

### **Bills**

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

### **Clear up**

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

Dispose of any unwanted furniture via a local collection service.

### **Return the keys**

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

### **Inspection**

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

## 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](#)'.

For anyone facing the loss of their home, free Government funded legal advice and representation (legal aid) is available through the Housing Loss Prevention Advice Service. If you receive written notice that someone is seeking possession of your home you should make contact with the Housing Loss Prevention Advice Service at <https://www.gov.uk/guidance/legal-aid-for-possession-proceedings>.

Government funded legal advice is also available for other housing and debt matters. You can have an initial discussion with an adviser to find out about the support available by contacting [Civil Legal Advice \(CLA\)](#) or by visiting [find-legal-advice.justice.gov.uk](https://www.find-legal-advice.justice.gov.uk) and entering the property post code and tick the category 'housing'.

## 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](#)

You can also contact the redress schemes to make a complaint about your letting agent.

### 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
- [Housing Loss Prevention Advice Service](#) – free legal advice if you are at risk of losing your home

- [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

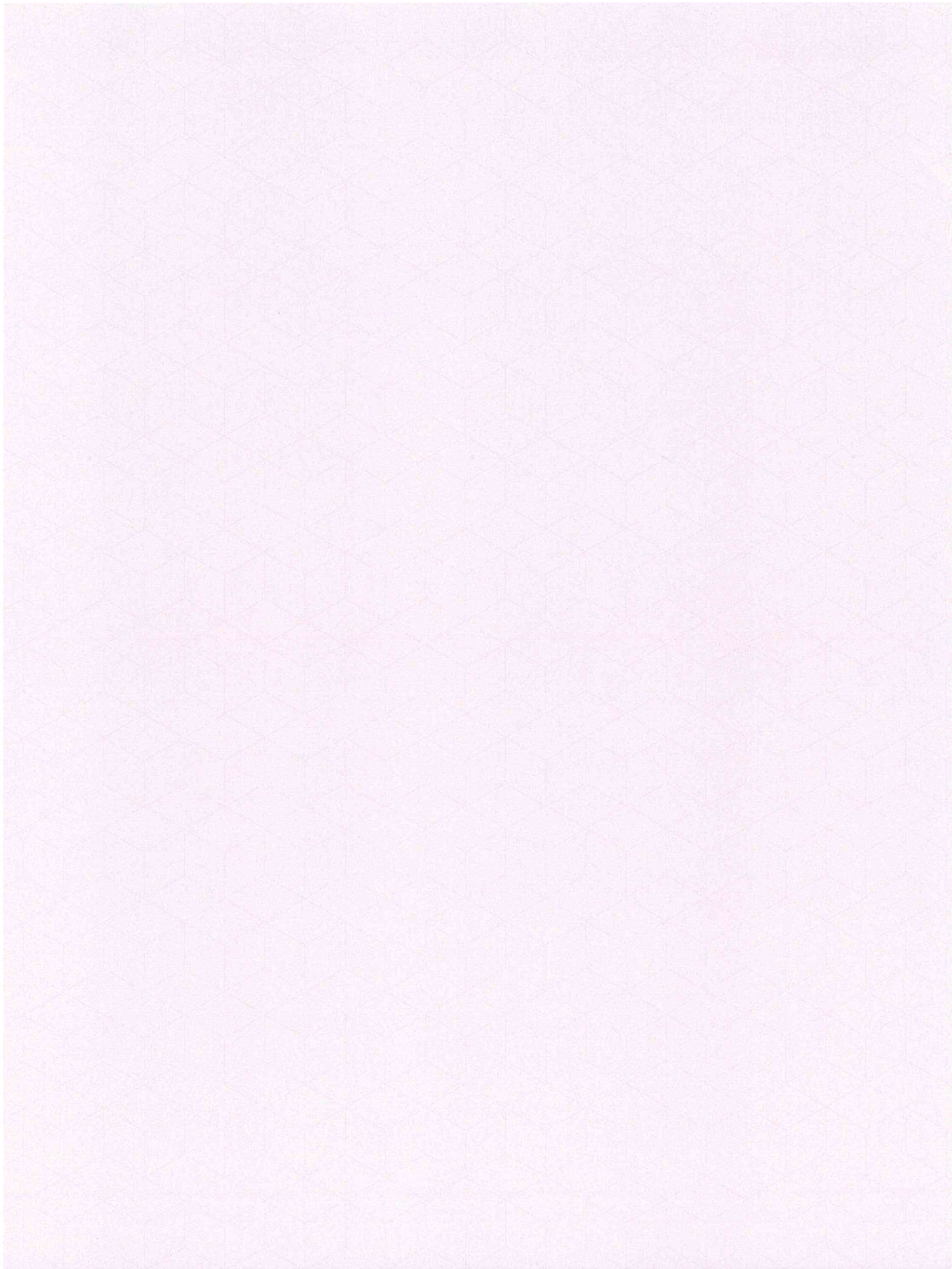
The government's '[How to rent a safe home](#)' guide helps current and prospective tenants ensure that a rented property is safe to live in.

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.





# COMMERCIAL GAS TESTING AND PURGING RECORD

(USE THIS FORM FOR NON-DOMESTIC INSTALLATIONS ONLY)

Report Ref No: **C2C 0371943**

**REGISTERED BUSINESS DETAILS**

Gas Engineer: Lewis Davies  
 Gas Safe registered engineer No: 5589123  
 Company: Bushel Ltd Reg No: S37236  
 Address: Whitegate, White Road Industrial Estate, Renearvale  
 Postcode: LA3 3BS Tel No: 01524 36353

**DECLARATION OF GAS SAFETY**

I confirm that all the work described on this form has been satisfactorily completed in accordance with the current Gas Safety (Installation and Use) Regulations, industry standards and procedures. If additional safety checks have been necessary to ensure safety of the gas system, the relevant person has been informed and the results accepted. The engineer has left the installation operational.

Gas Engineer's Signature/  
 Responsible person's signature: [Signature]  
 Date: 09.08.24

**INSPECTION/INSTALLATION ADDRESS**

Name & Title: Cityblock Gullend  
 Address: 23-25 North Road, Lancaster  
 Post Code: LA1 1NS Tel: \_\_\_\_\_  
 Issued to (print name): \_\_\_\_\_ Date: 09.08.24

**CUSTOMER'S NAME & ADDRESS (if different from Inspection/Installation)**

Name & Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Post Code: \_\_\_\_\_ Tel: \_\_\_\_\_

Indicate work undertaken:  TIGHTNESS TEST  PURGE  STRENGTH TEST

**DETAILS OF TIGHTNESS TEST**

Natural Gas (NG) or LPG?	NG
Installation New (N) / New Extension (NE) / Existing (E)	G
Weather/Temperature stable?	Yes
Meter Type (e.g. Rotary, Diaphragm)	GR
Meter Designation (e.g. P7, U40, U16)	G16
Has a meter bypass been installed?	No
Installation Volume (V): Gas Meter	0.625m <sup>3</sup>
Total IV	0.035m <sup>3</sup>
Test medium (gas or air)	Gas
TTP Tightness Test Pressure in mbar/bar	2.5
Pressure Gauge (Std 'U' tube/Reduced scale/electronic)	elec
MPLR Maximum Permitted Leak Rate m <sup>3</sup> /hour	1
Let-by test period existing installations (in minutes)	1
Stabilisation Period (in minutes)	2
TTD Tightness Test Duration (in minutes)	NS
Are there any areas with inadequate ventilation to check?	Yes/No
Is barometric pressure correction required?	Yes/No
<b>TIGHTNESS TEST RESULTS</b>	
Actual pressure drop (if any at all)	0 mbar
Actual Leak Rate (m <sup>3</sup> /hour) see overleaf	NSA
Areas with inadequate ventilation been checked?	Yes/NA
Tightness Test	Pass/Fail

**DETAILS OF PURGING PROCEDURE**

Has a risk assessment been carried out?	Yes/No
Has a procedure for the purge been documented?	Yes/No/NA
Have necessary warning signs (eg No Smoking) been displayed?	Yes/No
Have all persons in the vicinity of the purge been advised accordingly?	Yes/No
Have all valves to and from specific pipework section been labelled?	Yes/No
If using Nitrogen gas for an indirect purge, have the gas cylinders been checked/verified for their correct content?	Yes/No
Are suitable type of fire extinguishers available in case of an incident?	Yes/No
Are two-way radios (must be intrinsically safe) available?	Yes/No
Are all necessary electrical bonds fitted?	Yes/No
Calculate Purge Volume: Gas Meter	m <sup>3</sup>
Installation Pipework & Fittings	m <sup>3</sup>
Total Purge Volume	m <sup>3</sup>
Is gas detector intrinsically safe?	Yes/No
Is oxygen measuring device intrinsically safe?	Yes/No
<b>PURGE TEST RESULTS</b>	
Proceed with purge recording final test criteria readings	Pass/Fail
O <sub>2</sub> % of LFL%	
Purge Test	Pass/Fail

**DETAILS OF STRENGTH TEST**

Components not suitable for strength testing have been removed or isolated prior to test	Yes/NA
Installation	New/New Extension/Existing
Test Method	Hydrostatic/Pneumatic
Strength Test Pressure STP (Calculated)	mbar/bar
Test medium	Air/Nitrogen/Water
Stabilisation Period	mins
Strength test duration STD	mins
Permitted pressure drop	% STP
Calculated pressure drop	mbar/bar
<b>STRENGTH TEST RESULTS</b>	
Actual pressure drop	mbar/bar
Strength Test	Pass/Fail

**NOTIFICATION OF UNSAFE GAS INSTALLATION**

I confirm that all of the above work described on this form has been satisfactorily completed in accordance with the current Gas Safety (Installation and Use) Regulations, industry standards and procedures. However, an unsafe gas installation has been identified, details of which are listed on a separate Warning/Advice Notice.

Gas operative's signature  
 Signature of Responsible person on behalf of client



# Energy Performance Certificate

Non-Domestic Building



23-25 North Road  
LANCASTER  
LA1 1NS

Certificate Reference Number:  
0160-0731-9749-8527-7006

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

## Energy Performance Asset Rating

More energy efficient

A+

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

A 0-25

B 26-50

C 51-75

74

This is how energy efficient the building is.

D 76-100

E 101-125

F 126-150

G Over 150

Less energy efficient

## Technical Information

Main heating fuel:	Grid Supplied Electricity
Building environment:	Heating and Natural Ventilation
Total useful floor area (m <sup>2</sup> ):	3456
Assessment Level:	3
Building emission rate (kgCO <sub>2</sub> /m <sup>2</sup> per year):	96.3
Primary energy use (kWh/m <sup>2</sup> per year):	567.4

## Benchmarks

Buildings similar to this one could have ratings as follows:

42 If newly built

122 If typical of the existing stock

## Administrative Information

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

<b>Assessment Software:</b>	Virtual Environment v7.0.12 using calculation engine SBEM v5.6.a.2
<b>Property Reference:</b>	684777590000
<b>Assessor Name:</b>	Thomas Claffey
<b>Assessor Number:</b>	LCEA168467
<b>Accreditation Scheme:</b>	CIBSE Certification Limited
<b>Employer/Trading Name:</b>	TWC Consulting [Sustainable Property Consultants] Ltd
<b>Employer/Trading Address:</b>	Suite6, 1st Floor Aintree Building, Aintree Retail & Business Park, Merseyside, L9 5AQ
<b>Issue Date:</b>	08 Oct 2019
<b>Valid Until:</b>	07 Oct 2029 (unless superseded by a later certificate)
<b>Related Party Disclosure:</b>	Not related to the owner.

Recommendations for improving the energy performance of the building are contained in the associated Recommendation Report - 0270-6977-0441-9150-7080.

## About this document and the data in it

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

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

This certificate and other data about the building may be shared with other bodies (including government departments and enforcement agencies) for research, statistical and enforcement purposes. Any personal data it contains will be processed in accordance with the General Data Protection Regulation and all applicable laws and regulations relating to the processing of personal data and privacy. For further information about this and how data about the property are used, please visit [www.ndepcregister.com](http://www.ndepcregister.com). To opt out of having information about your building made publicly available, please visit [www.ndepcregister.com/optout](http://www.ndepcregister.com/optout).

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

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

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

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