

DEPOSIT PROTECTION INFORMATION

Property Address: [PROPERTY ADDRESS]

Tenancy Start Date: [START DATE]

Tenant Name(s): [TENANT NAME(S)]

Landlord Name: [LANDLORD NAME]

IMPORTANT INFORMATION ABOUT YOUR TENANCY DEPOSIT

This document provides the legally required information about your tenancy deposit protection as mandated by the Housing Act 2004 and the Tenancy Deposit Schemes (Scotland) Regulations 2011 (if applicable in Scotland). The landlord is required by law to provide this information to you within 30 days of receiving your deposit.

1. DEPOSIT DETAILS

Amount of deposit paid: £[AMOUNT]

Date deposit received: [DATE]

Account holder name: [ACCOUNT HOLDER]

Account reference: [REFERENCE NUMBER]

2. DEPOSIT PROTECTION SCHEME

Your deposit is protected with:

Scheme Name: [SCHEME NAME]

- Options include:
 - Deposit Protection Service (DPS)
 - MyDeposits
 - Tenancy Deposit Scheme (TDS)

Protection Type:

Custodial Scheme (deposit held by the scheme)

Insurance Scheme (deposit held by landlord/agent)

Scheme Contact Details:

[SCHEME ADDRESS]

Telephone: [SCHEME PHONE NUMBER]

Email: [SCHEME EMAIL]

Website: [SCHEME WEBSITE]

Deposit Protection Certificate Number: [CERTIFICATE NUMBER]

3. LANDLORD/AGENT DETAILS

Name: [LANDLORD/AGENT NAME]

Address: [LANDLORD/AGENT ADDRESS]

Telephone: [LANDLORD/AGENT PHONE]

Email: [LANDLORD/AGENT EMAIL]

If an agent is protecting the deposit on behalf of the landlord:

Agent Company Name: [AGENT COMPANY]

Agent Registration/Membership Number: [REGISTRATION NUMBER]

4. HOW THE TENANCY DEPOSIT SCHEME WORKS

Custodial Scheme

- The deposit is held by the scheme itself throughout the tenancy
- The scheme is responsible for repaying the deposit at the end of the tenancy
- The scheme provides free dispute resolution service if there is disagreement about deductions

Insurance Scheme

- The landlord/agent holds the deposit throughout the tenancy
- The deposit is insured by the scheme

- If the landlord fails to repay the agreed amount, the scheme will pay you and then recover the money from the landlord
 - The scheme provides free dispute resolution service if there is disagreement about deductions
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5. CIRCUMSTANCES IN WHICH ALL OR PART OF THE DEPOSIT MAY BE RETAINED

Your deposit may be used at the end of the tenancy to cover:

- Unpaid rent or bills
- Damage to the property beyond normal wear and tear
- Missing items from the inventory
- Cleaning costs if the property is not left in the same condition as at the start of the tenancy
- Any other breaches of the tenancy agreement that have resulted in financial loss to the landlord

The landlord/agent cannot make deductions for:

- Normal wear and tear
 - Damage that existed before your tenancy began
 - Issues that were documented in the initial inventory
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6. DEPOSIT REPAYMENT PROCESS

At the End of Your Tenancy:

1. Final Inspection

- A checkout inspection will be arranged
- The condition of the property will be compared to the check-in inventory
- You should attend this inspection if possible

2. Proposed Deductions

- If the landlord/agent wishes to make deductions, they must notify you in writing
- They must provide evidence to support any proposed deductions

3. Agreement Process

- If you agree with the proposed deductions, the remaining deposit will be returned within [10] working days
- If you disagree, you should immediately notify the landlord/agent in writing

4. Dispute Resolution

- If agreement cannot be reached, either party can refer the dispute to the scheme's free alternative dispute resolution (ADR) service

- Both parties must agree to use the ADR service
- If both parties do not agree to use the ADR service, the matter may need to be resolved through the courts

5. **ADR Process**

- Both parties submit evidence to an independent adjudicator
 - The adjudicator makes a binding decision based on the evidence
 - The deposit is then paid out according to the adjudicator's decision
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7. **LIFETIME DEPOSIT INFORMATION**

The Renters (Reform) Act 2023 introduces the concept of "lifetime deposits" to make moving between rental properties easier and less expensive for tenants. When fully implemented:

- You may be able to transfer your deposit directly to a new tenancy
- This would eliminate the need to raise a new deposit before the previous one is returned
- The process will ensure your landlord remains protected while facilitating easier moves

Current Implementation Status:

- Lifetime deposit system not yet operational
 - Lifetime deposit system operational - additional information provided separately
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8. **YOUR RESPONSIBILITIES**

To maximize the chances of getting your full deposit back:

- Pay all rent and bills on time
 - Keep the property clean and tidy
 - Report any damage or maintenance issues promptly
 - Do not make alterations without written permission
 - Follow all terms set out in your tenancy agreement
 - Leave the property in the same condition as when you moved in (allowing for normal wear and tear)
 - Return all keys at the end of the tenancy
 - Provide a forwarding address
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9. **KEEPING YOUR DEPOSIT PROTECTION UPDATED**

You must be notified if:

- The deposit protection scheme changes

- The landlord's details change
 - The property is sold to a new landlord
 - The managing agent changes
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10. CONFIRMATION AND SIGNATURES

Landlord/Agent Declaration:

I/We confirm that:

- The information provided in this document is accurate and complete
- The deposit has been protected in the scheme named above
- The deposit was protected within 30 days of receipt

Signed: _____ Date: _____

Print Name: _____

Tenant(s) Acknowledgment:

I/We confirm that:

- I/We have received this information about how my/our deposit is protected
- I/We have been given the opportunity to ask questions about the deposit protection
- I/We understand how to get my/our deposit back at the end of the tenancy

Signed: _____ Date: _____

Print Name: _____

Signed: _____ Date: _____

Print Name: _____

PRESCRIBED INFORMATION CERTIFICATE

This document constitutes the provision of prescribed information relating to the deposit, as required by the Housing Act 2004, the Housing (Tenancy Deposits) (Scotland) Regulations 2011 (if applicable), and associated regulations.

IMPORTANT NOTE: The scheme provides its own information leaflet, which should be attached to this document. Both documents together comprise the legally required information that must be provided to the tenant.

The above information is provided in accordance with the relevant legislation governing tenancy deposits in England and Wales (and Scotland/Northern Ireland if applicable). Failure to protect a deposit or provide the prescribed information within 30 days may result in penalties for the landlord.