

# TDS TENANCY DEPOSIT SCHEME:

# Prescribed Pages

## PRESCRIBED INFORMATION

## Housing Act 2004

*This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.*

### Name of Landlord(s):

Actual address of the Deposit Holder: George Hazell & Co, The Annexe, Bury St Edmunds, Suffolk, IP33 1EL

E mail address of the Deposit Holder (if applicable):

Telephone number of the Deposit Holder: Tel 01284 702626 Fax 01284 769636 email pat@hazell.co.uk Fax number (if applicable):

### Tenant(s) name:

Address for contact after tenancy ends (if known):

E mail address for Tenant (if applicable):

Mobile / Telephone number: Fax number (if applicable):

Please provide the details for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

### Deposit: £00

Deductions may be made from the Deposit according to clauses (see First Schedule) of the tenancy agreement attached. A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being George Hazell & Co.

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service. The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses A2.1 to A2.13 shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

### ***Procedure for Dispute at the End of the Tenancy***

- A 2.1 When the Landlord and Tenant agree how the Deposit should be returned, in full or in part, it must be paid back within 10 working days. Failure to return the Deposit within the specified period will be grounds for the Tenant to refer the matter directly to the Independent Case Examiner ("ICE").
- A 2.2 The Agent must tell the Tenant within 10 working days of the end of the tenancy, (or as specified in the Tenancy Agreement) if they propose to make any deductions from the Deposit.
- A 2.3 The Tenants should make their best endeavours to inform the Agent if they wish to raise a dispute about the Deposit within 20 working days\* after the lawful end of tenancy and vacation of the Property. The Agent has a maximum of 10 working days\* to resolve the dispute

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\* **These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the agent.**

- A 2.4 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.
- A 2.5 The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk) or be obtained directly from The Dispute Service Ltd at the address or telephone number specified in the First Schedule of the attached Tenancy Agreement.
- A 2.6 If the Agent instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the tenancy raises the dispute, the Agent must send the Deposit or the balance in dispute together with the relevant evidence being a copy of the tenancy agreement, inventory and schedule of condition, any check-in or check-out report correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Agent or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the Deposit and discipline the Agent.
- A 2.7 The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.
- A 2.8 The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.
- A 2.9 TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
- A 2.10 The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.
- A 2.11 The Agent and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.
- A 2.12 If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.
- A 2.13 If the landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to do so, or the Tenant is unable to contact the landlord or the Agent despite making reasonable efforts to do so, action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit because TDS are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.

The Landlord confirms that the information provided to the Agent (delete if Landlord) and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of the Landlord's knowledge and belief.

**Signed by the Tenant:** \_\_\_\_\_

**Signed by the Landlord/Agent:** \_\_\_\_\_

Initials: .....