



A Guide to our Alternative Dispute Resolution Process

Most private landlords and letting agents taking deposits for Assured Shorthold Tenancies (ASTs) in England and Wales are required to safeguard them with a Government-authorized tenancy deposit protection scheme.

Whether you're a tenant or a landlord, the legislation affects you.

But don't worry...

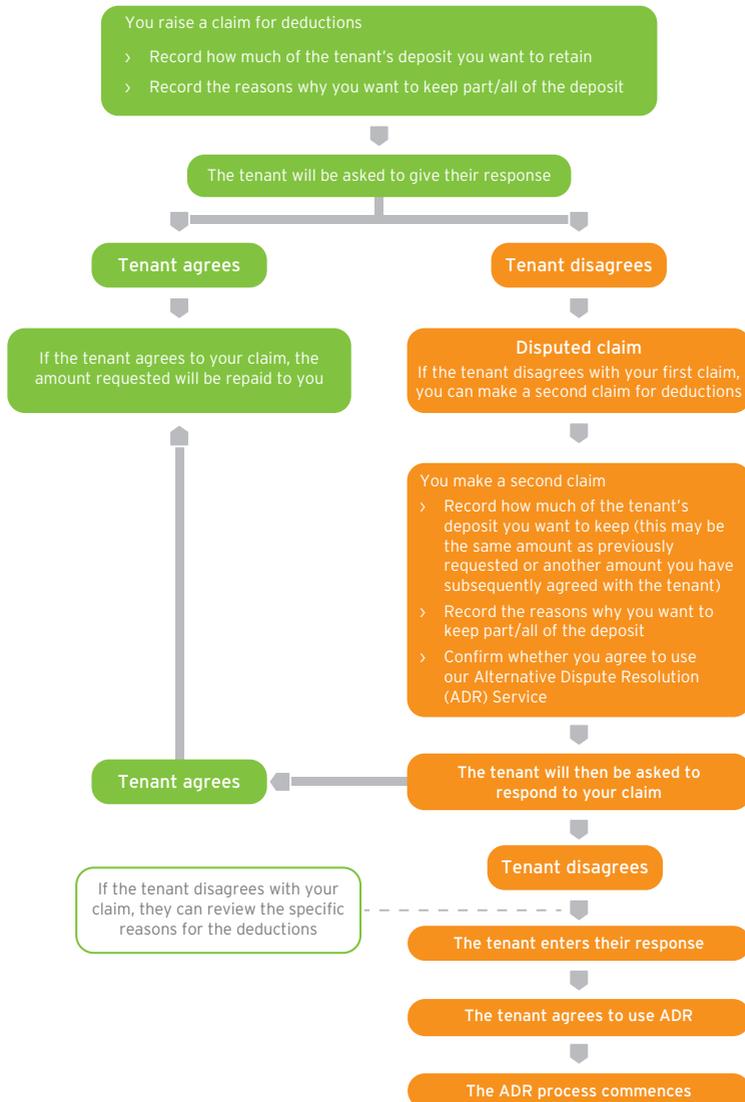
We're open to all. It's the only service which offers both custodial and insured schemes and is run by a company with more than ten years' experience of operating a deposit protection scheme.

We're your one-stop shop for tenancy deposit protection, offering a choice of custodial or insured schemes. Whether you're a landlord or an agent, you'll have peace of mind that your tenant's deposit will be protected by a leading supplier of deposit protection in the UK. You can be assured that your deposits with the custodial scheme are secure when using us, as all funds are afforded client money protection and are strictly segregated from other assets.



The landlord initiated Joint Deposit Repayment process

If you're a landlord initiating the Joint Deposit Repayment process, these are the steps you'll need to follow.



The tenant initiated Joint Deposit Repayment process

If you're a tenant initiating the Joint Deposit Repayment process, these are the steps you'll need to follow.



It's not always possible for landlords and tenants to resolve disputes over deposits, which is why The Deposit Protection Service offers an Alternative Dispute Resolution (ADR) process. The service is free, can proceed once both parties have completed a Joint Deposit Repayment form, and may also be used where a Statutory Declaration for a single claim is disputed by the responding party.



Here are some best practice steps you might want to consider in case of possible disputes

Tenancy Agreement > cover all angles

It is prudent to have a carefully drafted Tenancy Agreement that can be used to support reasonable claims regarding a deposit. All adjudications will rely on this Agreement as the contract binding both landlord and tenant, so it is advisable to seek independent legal advice when drafting it.

Inventory > log it or (potentially) lose it

When the tenancy begins, we recommend you complete an Inventory and Schedule of Condition that are sufficiently detailed, clearly set out and signed and dated by both parties. An Inventory can help you measure any damage at the end of the tenancy, and it pays to include the condition and age of items in the Schedule of Condition.

Vacating Instructions > set the check-out guidelines

It is advisable to supply the tenant with written guidance on how to present the property on vacation for check-out. This is a great opportunity to remind tenants of specific clauses and requirements in the Tenancy Agreement regarding standards of cleaning or professional cleaning. Vacating Instructions can also be used as evidence in a dispute.

Check-out Report > time is of the essence

It is advisable to conduct your check-out as soon as is practical during daylight hours, allowing time to complete the report carefully. Both parties should be present for any issues to be raised, and detailed notes (signed and dated by both parties) should outline any disrepair or damage, detailing discrepancies with the incoming Inventory.

Photographic evidence > a picture speaks a thousand words

The widespread access to digital cameras means photos can now be an invaluable form of evidence. Pictures are increasingly used in Inventories and check-outs as a comparison tool, so taking accurate jointly verified photos before the tenant crosses the threshold could help you to avoid a dispute in the future.



Estimates, invoices and receipts > keep your paperwork in order

These documents are relevant to any necessary work that has been done or will be done in the future. They should be legible and dated, making clear reference to the property in question and to the relevant area of the house (ie 'repair to kitchen work surface underneath window').

Inter-party correspondence > the more detail the better

It may be wise to keep copies of all correspondence between parties (including emails, faxes and letters), and if necessary record telephone and face-to-face conversations that might be relevant later. Evidence based adjudication will rely purely on direct evidence, so it's advisable to record it as it happens.