

About Deposit Protection for Tenants - Regulation 41 (Information for Tenants)

Your landlord or agent has safeguarded your deposit with **my|deposits Scotland**, a government-approved tenancy deposit scheme.

This booklet explains:

- About tenancy deposit legislation,
- About **my|deposits Scotland**,
- How the deposit is returned to you at the end of your tenancy,
- About dispute resolution.

(This leaflet should be given to you with a Deposit Protection Certificate confirming your deposit protection and information outlining the reasons why part or all of the deposit might be withheld at the end of the tenancy.).



www.mydepositsscotland.co.uk



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What is Tenancy Deposit Protection?

It is normal practice for a landlord or their agent to take a deposit from their tenant as security should the terms of the tenancy agreement be broken.

The deposit protection legislation introduced by the Scottish government is designed to safeguard the tenant's deposit and ensure that it is returned quickly and fairly at the end of the tenancy.

Landlords and letting agents must lodge the deposit with a government-approved Tenancy Deposit Scheme to hold for the duration of the tenancy. The deposit is held by the scheme in a secure bank account until both landlord/agent and the tenant have agreed to its return.

There are penalties for non-compliance.

About my|deposits Scotland

We are a government-approved Tenancy Deposit Scheme. Landlords and letting agents can join **my|deposits Scotland** as a User and lodge deposits for protection for free.

Once the deposit has been successfully lodged with us, it is held in its own segregated, separate, ring-fenced account for the duration of the tenancy. If the worst happened and the bank failed your deposit money is safeguarded and would be recoverable under the Financial Services Compensation Scheme. In the unlikely event that we fail, your deposit, along with every other deposit remains safeguarded, and would be transferred to another government-approved tenancy deposit scheme.

At the end of the tenancy all parties should agree how much of the deposit is to be returned and mydeposits Scotland will release it.

If your landlord/agent believes you have broken the terms of your tenancy agreement they can propose to make deductions to the deposit. If you do not agree with the deductions and are unable to reach an agreement then we offer a free, impartial evidence-based dispute resolution service to resolve the deposit dispute.

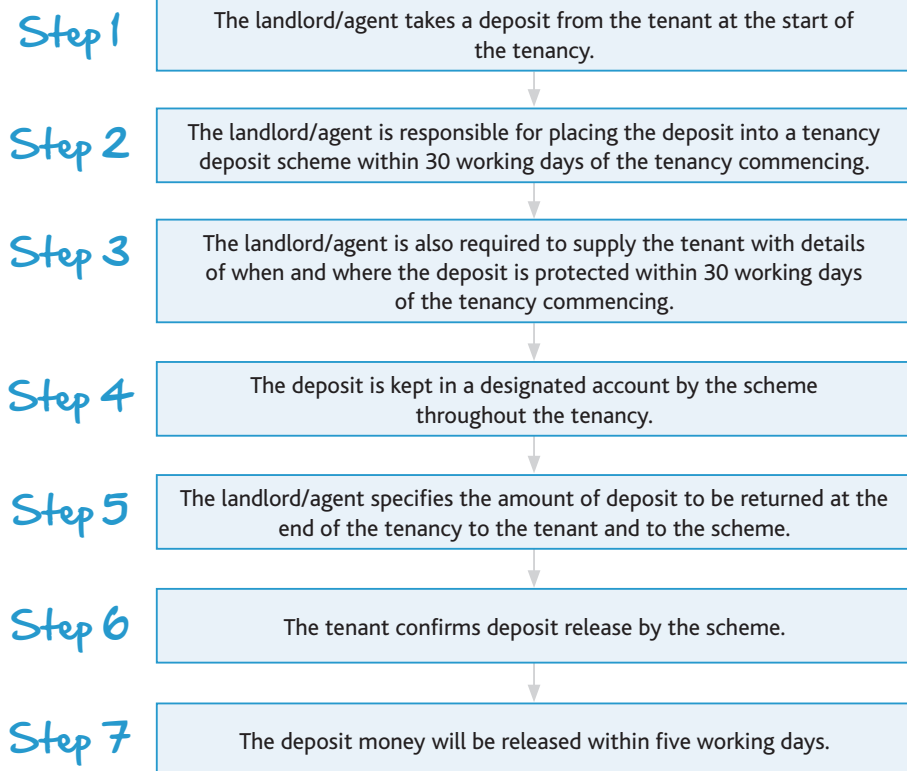
How your deposit is protected with my|deposits Scotland

Within 30 working days of the start of the tenancy, your landlord/agent must lodge the deposit with **my|deposits Scotland** and provide you with key details about the deposit protection. We assist your landlord/agent by providing the majority of information in a Deposit Protection Certificate (DPC). You should ensure the details on the DPC are correct.



TIP - Keep a signed copy of the DPC safely with your copy of the Tenancy agreement and other documents relating to your tenancy. You will need them if a dispute arises at the end of the tenancy.

Step by step guide to deposit protection



If you and your landlord/agent do not agree over the amount of deposit to be returned in Step 5, then you can raise a dispute. Please see page 6 for details on our dispute resolution service.

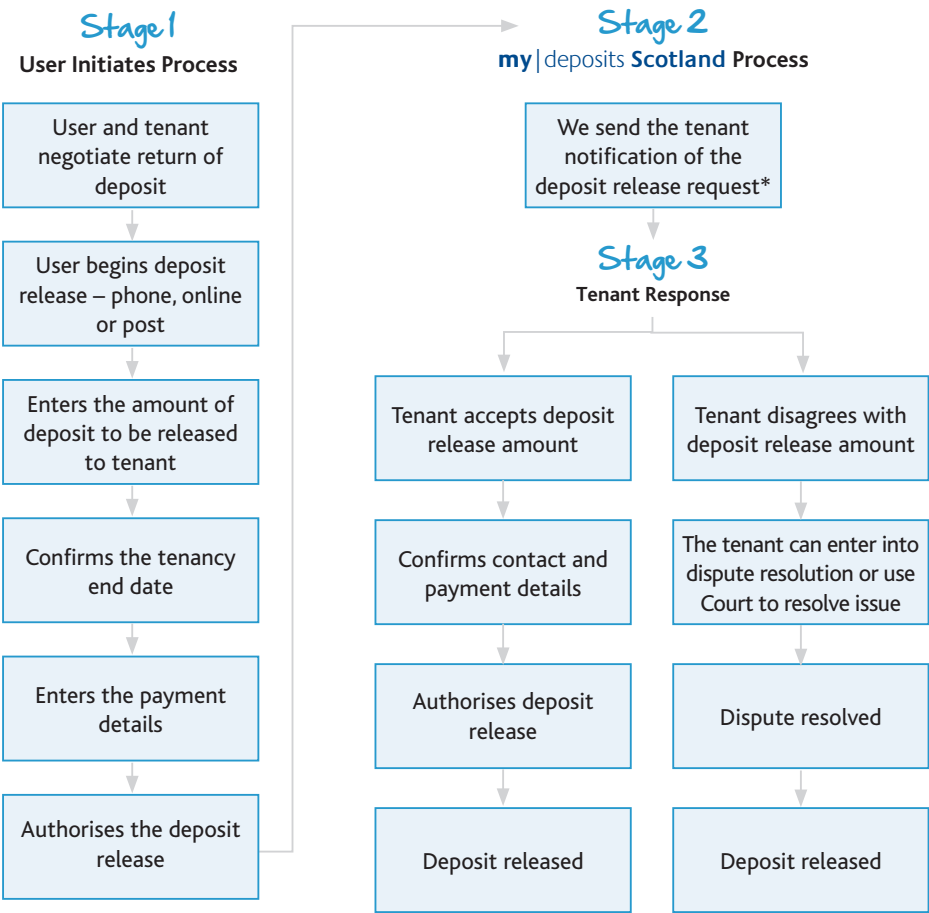
Joint & Several Tenancy Agreements

This is used when two or more adults rent a property and have signed a single agreement for the same period of time, all the tenants are jointly responsible. Your landlord/agent should have spoken to you at the start of the tenancy and nominated a lead tenant to act on behalf of all tenants in deposit-related matters.

End of tenancy and the deposit release process

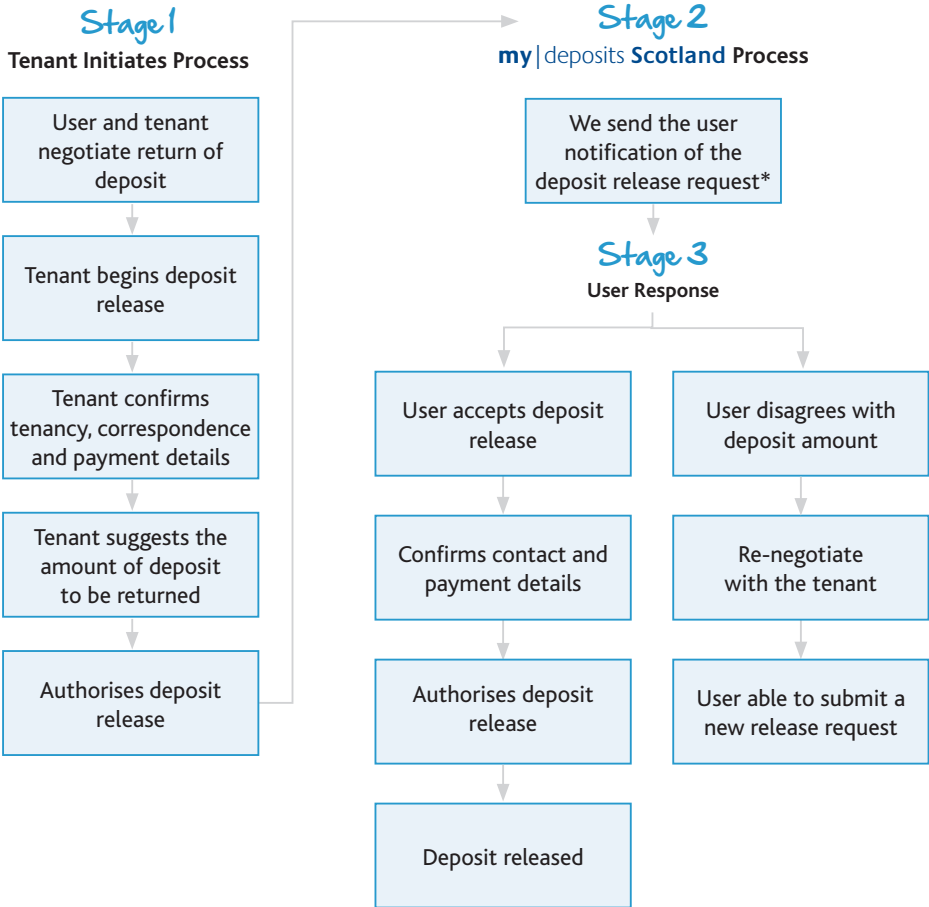
Both you and your landlord/agent must authorise the deposit release before we will return the deposit. Either party can contact [my|deposits Scotland](#) to begin the release process. You will need to include details of any deductions to the deposit and the amount of deposit to be returned. We will then contact your landlord/agent to confirm the release. We will return the deposit within five working days if you both agree to its release.

If your **landlord/agent User** initiates the release:



***Note:** If the tenant does not respond to the deposit release notification after 30 working days then we will release the deposit amount as per the user's original application. If applicable, we will continue to safeguard the tenant's remaining portion of the deposit.

The process is slightly different if **you, the tenant** initiate the deposit release:



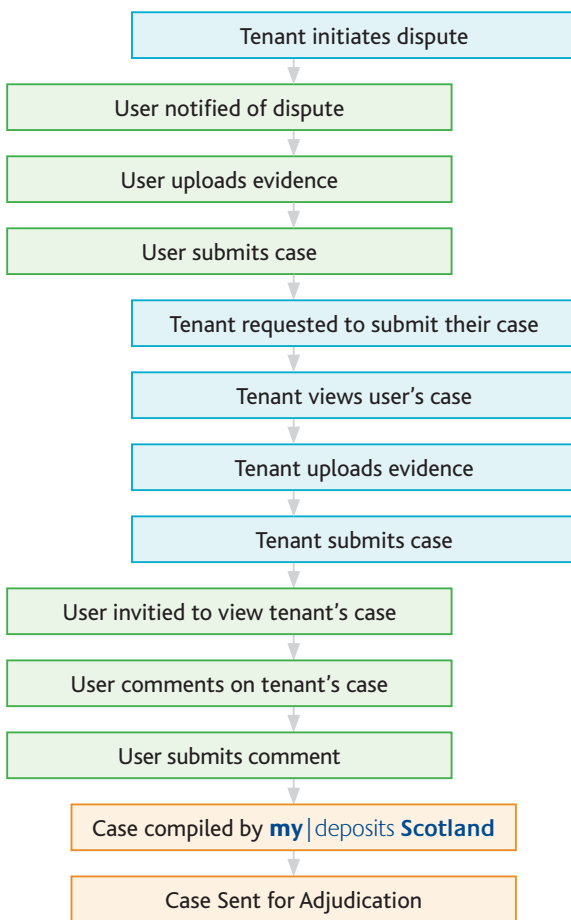
***Note:** If the user does not respond to the deposit release notification after 30 working days then we will release the full deposit amount to the tenant.



TIP - You should have received a Username and Password from us. You will need them to log into your tenant online account to release the deposit.

Notifying us of a dispute

We will always encourage you to speak to your landlord/agent to resolve the dispute. If you cannot come to an agreement with your landlord/agent over their proposed deductions to the deposit then we offer a free and impartial alternative dispute resolution service to resolve the dispute. Or you can use the court.



TIP - Our experience is that many disputes can be satisfactorily resolved by simply talking to your landlord/agent. Read our Guide to Negotiation on our website.

About our alternative dispute resolution service

Adjudication is completely evidence based; it is not mediation, arbitration or counselling and neither party is required to meet the adjudicator.



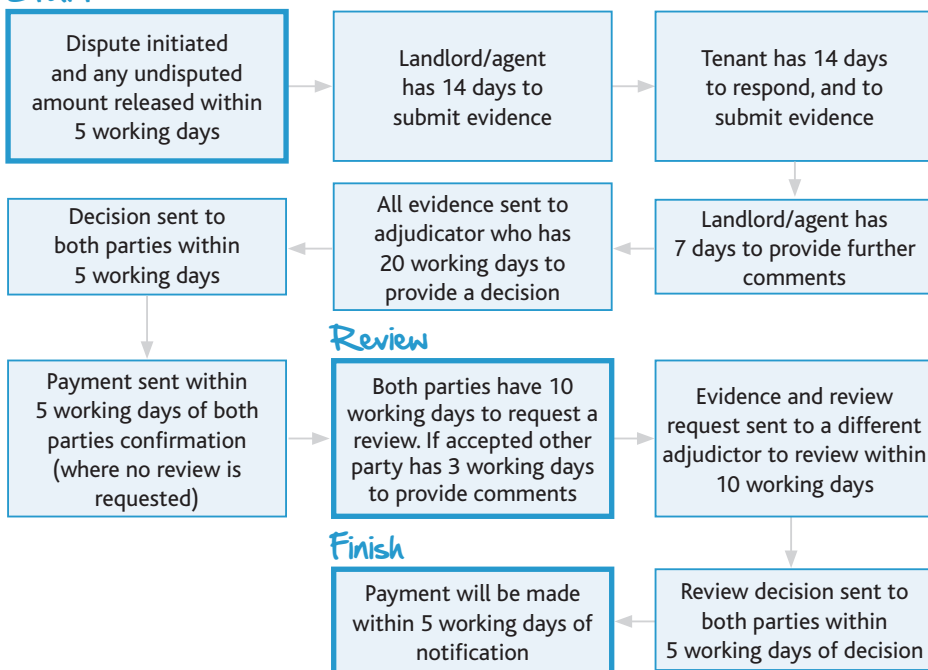
Note: Examples of evidence include your tenancy agreements, signed inventories, check-in and check-out forms, photos, videos, rent statements, utility bills and correspondence.

Your landlord/agent must provide evidence to justify proposed deductions from the deposit. The adjudicator will analyse the evidence submitted and make a binding decision as to how the deposit should be distributed. There is no obligation to use our service but it is available at no additional cost and is designed to be quicker and cheaper than going to court.

We will distribute the deposit money once a decision is made.

- Only one dispute can be raised under the Deposit Protection Certificate (DPC).
- You can raise a dispute up to 30 working days from the date your landlord/agent requests deposit release.
- We are unable to accept disputes after this period has elapsed.
- Any one tenant to a Joint Tenancy Agreement (named on the DPC) may raise the deposit dispute. This one tenant does not have to be the lead tenant, but must have the authority to act for all joint tenants.

Start



General Conditions

my|deposits Scotland may refuse to deal with a deposit dispute if:

- It relates to matters other than the return of the protected deposit,
- The dispute has already been resolved by a Court,
- Proceedings have been commenced in Court, unless both parties agree to cease the action or a Court orders the matter to be dealt with by ADR.

my|deposits Scotland ADR will not be offered if you intend to take Court action.

The adjudicator may reject a deposit dispute if it is being pursued in a vexatious, frivolous or unreasonable manner or in an attempt to frustrate the process.

The adjudicator may also:

- Ask for more information or make further enquiries of the parties. If information or enquiries are not answered within the defined time period, the adjudication will continue regardless;
- Proceed to adjudication even if either party has not acted in accordance with our Terms and Conditions.

You may only appeal against the decision if you believe that the adjudicator has erred in law or fact.

Confidentiality

All aspects of our ADR process are confidential and will not be published apart from as required by Law, for enforcement, and where we and/or the adjudicator are required to provide statistical information to the Scottish Government. Any statistical publications will remain anonymous.

Liability

We will take reasonable care in the selection of the adjudicator. We do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the adjudicator.

The my|deposits Scotland Terms and Conditions

The Terms and Conditions include important provisions regarding disputes. They are available to read or download on the **my|deposits Scotland** website at www.mydepositsscotland.co.uk