mydeposits Scotland

Terms and Conditions

(2nd Edition)

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A Custodial Tenancy Deposit Protection Scheme Approved under The Tenancy Deposit Schemes (Scotland) Regulations 2011

Dear User

Thank you for choosing **my**|deposits **Scotland** to Protect Deposits on behalf of your Tenants.

my|deposits **Scotland** is a Custodial Tenancy Deposit Protection Scheme operated by Tenancy Deposits (Scotland) Limited and is approved by the Scottish Government under The Tenancy Deposit Schemes (Scotland) Regulations 2011.

It is a condition of you agreeing to use the Scheme that you agree to abide by these Terms and Conditions, as a legally binding contract between the Scheme and you, the User. The undertakings and conditions contained in the Scheme Account Set-Up Form also form part of the contract. You are asked on the Scheme Account Set-Up Form to confirm that you have read and understood these Terms and Conditions.

There are no fees payable for becoming a User, Protecting Deposits or for using the Scheme's alternative dispute resolution service to settle Deposit Disputes.

Landlords (both private and company) and Agents may become Users of **my**|deposits **Scotland**. Agent Users must have authority to Protect Deposits on behalf of their Landlord Clients. Landlords of Residential Property must protect a Tenant's Deposit in accordance with The Tenancy Deposit Schemes (Scotland) Regulations 2011. This includes a requirement to provide to the Tenant the Regulation 42 Information. If the Landlord fails to protect the Deposit and provide the Regulation 42 Information he may suffer a penalty.

Users must note that the timescales set out in these Terms and Conditions are critical. We will rely on the authenticity of the Contact Details provided to us and Users will be responsible for the consequences of delayed responses when required to respond within the timescales.

A Landlord Client who instructs an Agent User must be aware that we will be entitled to assume that the Agent User has general authority to contract on all matters related to the Tenant's Deposit. Wherever possible we will deal with the Agent User in Protecting Deposits and in any Deposit Dispute. Notwithstanding the appointment of the Agent, the Landlord Client must be aware that he remains ultimately responsible for the Tenant's Deposit and for the actions and defaults of the Agent he appoints.

Whenever you, the User, pay a Deposit into the Scheme, we must receive the payment in cleared funds otherwise the Protection cannot be validated.

These Terms and Conditions will be updated from time to time. It is important to visit our website for the most recent version. We will adopt the latest set of Terms and Conditions when considering a Deposit Dispute.

We aim to provide a friendly and efficient service at all times. I would like to welcome you as a User of the Scheme, and hope that the service you receive meets your expectations and our aspirations and aims.

Yours sincerely

Eddie Hooker

Eddie Hooker

Chief Executive Officer - **my**|deposits **Scotland**

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Definitions

The following words and phrases will have the following meanings wherever they appear in these Terms and Conditions. All references to persons, agents, landlords, and tenants in these Terms and Conditions shall include, where applicable, a company, partners and both male and female genders. *Scheme Notes are intended to assist and provide information and explanation.*

The 2004 Act

The Antisocial Behaviour etc. (Scotland) Act 2004

The Act

The Housing (Scotland) Act 2006

Adjudicator

The qualified person appointed by the Scheme to resolve Deposit Disputes raised with the Scheme.

Scheme Note:

The Adjudicator will make evidence-based Adjudication Decisions as part of the Scheme's Alternative Dispute Resolution (ADR) process.

Adjudication

The Scheme's evidence-based process applied to reach an impartial decision based upon the information and evidence placed before the Adjudicator.

Adjudication Decision

The decision of the Adjudicator, based upon the Adjudication. The Adjudication Decision is final and binding subject to Section G.

Agent

A letting and/or managing Agent acting with the authority of a Landlord Client to operate/manage the Residential Property and deal with the Tenant(s) on the Landlord Client's behalf.

Alternative Dispute Resolution (ADR) Process

An impartial and legally binding service offered by us to our Users and Tenants as an alternative to Court action for resolving Deposit Disputes.

ADR is known as DRM in the Regulations.

Scheme Note:

ADR is not mediation, arbitration or counselling and the parties will not be required to meet with the Adjudicator.

Assumption of Liability Form

The scheme form which must be completed and signed by a Tenant's Authorised Representative to allow the Authorised Representative to raise and handle the Deposit Dispute on behalf of a Tenant.

Authorised Representative

A representative for the Tenant who the Scheme accepts as authorised to raise and handle a Deposit Dispute.

Scheme Note:

The Authorised Representative must sign the Scheme's 'Assumption of Liability Form' contractually agreeing to adhere to the Terms and Conditions.

Court Order

Any order by a Scottish Court.

Day(s)

Any Day of the year

Scheme Note:

See definition of 'Working Day'

Deposit(s) / Deposit Amount

A sum of money held/received (by the User) as security for:

(a) The performance of any of the occupant's / tenant's obligations arising under or in connection with a Tenancy (or occupancy arrangement), or

(b) The discharge of any of the occupant's / Tenant's liabilities which so arise.

Deposit Dispute

A dispute raised with the Scheme by either a Tenant or User regarding the amount of the Deposit held by the Scheme that is to be released to the User or the Tenant at the end of the Tenancy.

Deposit Protection / Protect(s) / Protection

The lodging of a Deposit by a User, with the Scheme, for the benefit of the Tenant.

Deposit Protection Certificate (DPC)

A certificate provided by the Scheme upon the User correctly Protecting a Deposit, confirming that the Tenant's Deposit has been lodged and Protected with the Scheme.

Designated Account

The Scheme's bank account(s) designated to hold lodged Deposit amounts in accordance with Regulation 16.

Dispute Papers

The applications for release of the Deposit and the evidence provided, by the parties to the Adjudicator, in support of the application.

Disputed Deposit Amount

The amount of the Protected Deposit related to a Deposit Dispute.

Joint Tenancy

When more than one Tenant enters into a Tenancy Agreement and all the Joint Tenants are jointly and severally responsible for the terms of the Tenancy Agreement and to the Scheme.

Joint Tenancy Information Form

A Scheme form to assist the User with obtaining the Joint Tenancy Contact Details.

Joint Tenants

The Tenants named on a Joint Tenancy Agreement who have their Deposit Protected with the Scheme.

Landlord

A landlord who owns Residential Property which he lets under a Relevant Tenancy.

Definitions

Landlord Client

A Landlord who instructs an Agent to receive their Tenant's Deposit(s) and let or manages their Residential Property. The Landlord Client and all of the owners of the Residential Property must be recorded with the Scheme by the Agent User.

Landlord Registration Number

The registration number allocated to the Landlord when he registers as a Landlord with a local authority in Scotland.

Scheme Notes:

A Landlord may have more than one Landlord Registration Number so must provide the correct number depending on the location of the Residential Property to which the Deposit Protection relates.

A Landlord must have submitted an application for a Landlord Registration Number with the appropriate local authority in which the Residential Property is located, by the time the Tenancy begins. Local Authority registration lasts for three years. A Landlord or an Agent can apply for registration with all local authorities in Scotland and, track the applications and inform registering authorities of any changes to the details online at www.landlordregistrationscotland.uk

Members of the public can search the registers of all local authorities to find out whether a person or organisation is registered, or to get contact details of a rented property.

Lead Tenant

A Tenant authorised by all the other Joint Tenants to deal with the Protection of the Deposit.

my|deposits Scotland

The trading name of Tenancy Deposits (Scotland) Limited in Scotland.

Organisation

Users are able to join the Scheme as an Organisation. This is classified as either a Landlord or Agent under these Terms and Conditions. We expect Company and Corporate Landlords, Charities, Housing Associations, etc. to use this Account type. Where Landlord or Agent is referred to in these Terms and Conditions it can also be defined.

Primary Contact

The main contact within an Agent User, as named during the Scheme Account Set Up process and updated by the Agent User as necessary.

Protected Deposits

A Tenant's Deposit properly protected with the Scheme by a User.

Recorded Tenancy

A Tenancy that is recorded with the Scheme and allocated a recorded tenancy identification number. This may also be referred to as a registered tenancy.

Regulation(s)

The Tenancy Deposit Schemes (Scotland) Regulations 2011.

Regulation 41

The Scheme's duty to produce an information leaflet which must be made available to users and tenants when a deposit is protected.

Regulation 42 Information / Prescribed Information

The information a Landlord must provide to the Tenant with regards to the Deposit Protection in accordance with Regulation 42 of the Act including:

(a) Confirmation of the amount of the Tenancy Deposit paid by the Tenant and the date on which it was received by the Landlord;
(b) The date on which the Tenancy Deposit was paid to the scheme;
(c) The address of the property to which the Tenancy Deposit relates;
(d) A statement that the Landlord is, or has applied to be, entered on the register maintained by the local authority under section 82 (registers) of the 2004 Act;
(e) The name and contact details of the scheme to which the Tenancy Deposit was paid; and
(f) The circumstances in which all or part of the Tenancy Deposit may be retained at the end of the Tenancy, with reference to the terms of the Tenancy Agreement.

Regulatory Requirement

Statutory regulations imposed by legislation, as varied.

Release Code

A unique code which is provided individually to the User and to the Tenant that will be required for each party to confirm the release of the Deposit at the end of the tenancy.

Release of Deposit Process / Deposit Release Process

The process to release the Deposit using a Deposit Release Request Form (DRRF) requiring the User and the Tenant to provide their unique Release Code. This can only be initiated after the Tenancy has ended and the Tenants have vacated.

Relevant Legislation

The Act and Regulations including statutory amendments.

Relevant Person

A person defined in Section 83 (8) of the 2004 Act on (who is a landlord) but is not –

(a) a local authority
(b) a registered social landlord
(c) Scottish Homes

Relevant Tenancy

A tenancy where the Landlord is a Relevant Person and who lets Residential Property to an unconnected person ("a person who is not a member of the family of the Relevant Person") and a Deposit is taken.

Scheme Note:

If a tenancy falls under the exemptions of Section 83(6) of the 2004 Act (see Appendix 3) the terms of the Regulations do **not** *apply.*

Definitions

Residential Property

Any dwelling in Scotland including, a flat, maisonette, part of a building, house or set of rooms let under a Relevant Tenancy.

Review of Adjudication

Following receipt of an Adjudication Decision a party to the Deposit Dispute may request a review in accordance with Section G.

Scheme

The **my**|deposits **Scotland** Tenancy Deposit Scheme approved by the Scottish Ministers and administered pursuant to section 122 of the Act.

Scheme Account Set Up Data

The User's application information, also referred to as a User Registration Form.

Scheme Account Set Up Form

The Scheme Form that a prospective User completes to become a User (available in hardcopy or online).

Scheme Note:

The Scheme Account Set-Up Form and Terms and Conditions form the basis of the contract. A User may give us other information upon which we need to rely.

Scheme Forms / Supporting Scheme Documentation

The Scheme documentation specified within these Terms and Conditions required to be submitted by Users and Tenants.

Sole Tenancy

Where only one Tenant is named on the Tenancy Agreement.

Tenancy Agreement / Joint Tenancy Agreement

The Relevant Tenancy agreement made between the Landlord(s) or Agent and Tenant(s).

Tenant

A person who is named as a Tenant on a Relevant Tenancy Agreement and includes Joint Tenants and former Tenants.

Undisputed Amount

The difference between any Disputed Amount and the total amount of the Tenant's Deposit repayable to the Tenant at the end of the Tenancy.

User

The Landlord, Agent or Organisation who sets up a Scheme Account and either chooses or is given a Scheme Username or other person authorised by the account owner.

Username

The unique sequence of characters or numbers provided by or given to the User when they set up a Scheme account.

We/Us/Our

The Scheme - Tenancy Deposit (Scotland) Limited trading as **my**|deposits **Scotland**.

Working Day

Any Day that is not a Saturday or Sunday, nor any Day that is a bank holiday under the Banking and Financial Dealings Act 1971 or an official bank holiday in Scotland.

Scheme Note:

Also see definition of 'Day'.

Section A: Setting-Up a Scheme Account

A1 Scheme Account Set-Up Criteria

A Landlord (either private or company) or Agent acting on behalf of a Landlord Client, can apply to become a User of the Scheme by completing a Scheme Account Set-Up Form (either online, by phone or by post). The Scheme will rely on the accuracy of the information supplied. A separate Scheme User Account will be required for each Landlord or Agent.

A User is bound by the conditions and undertakings contained in the Terms and Conditions as a contract between the User and the Scheme. The conditions are continuing obligations to which Users are bound. The User must tell us about any relevant changes to their Scheme Account Set-Up Data.

A1.1. Users, as Landlords must:-

A1.1.1. Own the Residential Property let on any Relevant Tenancy in Scotland and be named on the Tenancy Agreement as the Landlord;

A1.1.2. Agree to be bound by these Terms and Conditions;

A1.1.3. Supply the following information:

A1.1.3.1. The full name and title of the Landlord;

A1.1.3.2. If a company, the full name;

A1.1.3.3. A correspondence address including PO, BFPO and overseas addresses;

A1.1.3.4. At least one contact telephone number and a valid email address;

A1.1.3.5. Landlord Registration Number/s [if available].

Scheme Note: If the Landlord does not have a Landlord Registration Number then he will have to confirm the current status of his registration.

A1.2. Users as Agents must:-

A1.2.1. Let and/or manage Residential Property in Scotland with the authority of Landlord Client(s);

A1.2.2. Agree to be contractually bound by these Terms and Conditions

A1.2.4. Supply the following information:

A1.2.4.1. The full name and title of the business, including branch details if applicable;

A1.2.4.2. The full name and title of the Primary Contact for each branch;

A1.2.4.3. A correspondence address including PO, BFPO and overseas addresses;

A1.2.4.4. At least one contact telephone number and a valid email address;

A1.3. All Users must:-

A1.3.1. Join the Scheme in his own right and not join on behalf of another person or company;

A1.3.2. Agree to be contractually bound by these Terms and Conditions which extend to all officers of any company (including Limited Liability Partnerships) or partners in a partnership, employees and agents, in regard to each registration;

Scheme Note: Informing all such parties is essential.

A1.3.3. Observe all Regulatory Requirements;

A1.4. All Users must respond to Scheme communications as specified.

A2 Changes to Scheme Account Set-Up Data

A2.1. If the User's Scheme Account Set-Up Data changes then the User must inform the Scheme immediately. Updates, changes and additions to Scheme Account Set-Up Data can only be made by the User online, by telephone or in writing.

A2.2. Changes made via the online service will only be available to Users logged onto the system.

A2.3. Changes made by telephone will require positive identification from the User.

A2.4. User Accounts are not transferable; a new Scheme Account Set-Up Form must be completed by any other party who wishes to become a User.

Section B: Recording a Tenancy with the Scheme

B1 User's Responsibilities

Users are responsible for recording Relevant Tenancies with the Scheme and lodging Deposits for Protection within 30 Working Days of the start date of the Tenancy. Tenancies can be recorded either online via the User's Account, by telephone, or by post using the relevant Scheme Form. The Scheme will rely on the accuracy of the information supplied.

B2 Tenancy Information

B2.1. The following information is required to record all new Tenancies. The information will be relied upon by the Scheme and used to contact the Tenant:

B2.1.1. Username;

B2.1.2. If an Agent User - name and correspondence address of the Landlord Client and all joint owners of the Residential Property and their Landlord Registration Numbers (if applicable – see A1.1.4.5);

B2.1.3. Full address of the Residential Property including the local authority in which it is situated;

B2.1.4. Type of property (e.g. house, flat);

B2.1.5. Type of Tenancy (e.g. assured, short assured, regulated);

B2.1.6. Whether the Tenancy is let furnished or unfurnished;

B2.1.7. Start date of the Tenancy;

B2.1.8. Expected tenancy end date("ish");

B2.1.9. Annual rent;

B2.1.10. Date Deposit received from the Tenant;

B2.1.11. Full Deposit amount;

B2.1.12. If the User is lodging the Deposit in instalments;

Scheme Note: Where the User is receiving the Deposit in instalments from the Tenant(s)

B2.1.13. Whether a Sole or Joint Tenancy;

B2.1.14. Full name, correspondence address, telephone number (landline or preferably mobile) and email address for the Tenant(s) or an Authorised Representative (if the Scheme is informed of an Authorised Representative at this stage).

B2.2 If the User does not provide the Scheme with correct contact information for the Tenant then the Scheme reserves the right to invalidate the Protection and return the deposit money to the User. The Scheme will not be responsible for the User not complying with the Regulations.

B2.3. On receipt of the information required in B2.1 the Scheme will create a Recorded Tenancy.

Scheme Note: If a User applies to record a tenancy by post it is the responsibility of the User to provide the Scheme with all the required information to create the Recorded Tenancy. If insufficient information is received we will return the User's application (and any cheque enclosed) with a request that the missing information is provided. The Scheme does not accept any responsibility for any failure of the User to Protect the Deposit within the 30 working days timescale if an application to record a tenancy is rejected by the Scheme.

B3 Joint Tenancies

B3.1. Deposits relating to Joint Tenancies must be protected as a single transaction. The User must provide all the information as required in B2.1 including all the Joint Tenant Contact Details (as per B2.1.14) at the time the Tenancy is recorded.

B3.2. The User must manage the relationship between the Joint Tenants and identify a Lead Tenant who is authorised to act on their behalf by the other Joint Tenants. The User will be required to confirm that the Lead Tenant is an agreed nomination by all Joint Tenants.

Scheme Notes: The Lead Tenant will be required to represent the interests of all Joint Tenants and will act on their behalf in all Deposit related matters, including in the release of the Deposit and if there is a Deposit Dispute.

The Scheme will only release the Deposit to the Lead Tenant who has the responsibility of distributing the monies to all Joint Tenants.

B3.3. The User must provide a signed copy of the DPC to the Lead Tenant (see C1.9). The Lead Tenant should sign the DPC to confirm the details are correct.

B3.4. Any Joint Tenant may contact the Scheme regarding the Deposit Protection.

Scheme Note: Please see the Scheme's 'Joint Tenants FAQs' for more information about the options Joint Tenants have in managing their Deposit protection.

B4 Changes to Tenancy Information

B4.1. A User can change any of the Tenancy information relating to a Recorded Tenancy before the Deposit is received by us. After the Deposit has been lodged with the Scheme, any changes must be in writing with an explanation. If the Scheme is not satisfied we may refuse to Protect the Deposit.

B4.2. The Tenant (and any Joint Tenant) will be permitted to change their Contact Details once they have received their unique log in information which will be sent to them when the tenancy is recorded.

B5 Transfer of Recorded Tenancies between Users

B5.1. A User may transfer (and take responsibility for) a Recorded Tenancy from another User.

B5.2. The request to transfer must be put in writing to us stating the outgoing User account number, the incoming account number and Recorded Tenancy Number.

B5.3. Upon completion of the transfer, the Scheme will confirm the transfer to the outgoing User, incoming User and the Tenant.

B6 Changes of Tenant

B6.1. The Scheme will not permit a change in Tenant recorded under a Sole Tenancy Agreement. The Deposit Release Process must be followed.

B6.2. The User must inform the Scheme if there is a change of Joint Tenant. Any Deposit issues will have to be resolved directly between the incoming and outgoing Joint Tenant.

B6.3. The Lead Tenant under a Joint Tenancy can be changed by the User. The request must be put in writing to us giving reasons for the change in Lead Tenant, details of the incoming Lead Tenant and confirmation that the obligations under B.3.3 have been explained to the incoming Lead Tenant.

Scheme Note: The Scheme will produce an amended DPC for the User showing the new Lead Tenant.

Section C: Lodging of Deposit with the Scheme

C1 Lodging the Deposit

C1.1. The Act and Regulations state that the Deposit must be Protected within 30 Working Days of the start date of the Tenancy.

Scheme Note: See C3 and Appendix 5 for existing tenancies entered into before 2nd July 2012.

C1.2. The Scheme will allow Deposits to be lodged with the Scheme and Protected after 30 Working Days from the start of the Tenancy (but see C.1.1).

C1.3. Deposits can only be lodged for Recorded Tenancies.

C1.4. The Scheme will only accept one Deposit Protection for the Tenancy Agreement.

C1.5. Deposits can be paid by instalments subject to the following conditions:

C1.5.1. A revised DPC showing the total Protected Deposit amount will be issued by the Scheme following receipt by the Scheme of an instalment or top up of the Deposit amount by the User.

C1.5.2. If the Tenant does not pay the full Deposit (as registered) to the User or the User having received the full Deposit from the Tenant(s) does not lodge the full amount to the Scheme then such breaches of the Tenancy Agreement and Regulations must be dealt with by the parties direct and cannot be dealt with under the Scheme.

Scheme note: Each subsequent DPC issued by the Scheme when instalments are lodged will show the cumulative total of the Deposit lodged by the User.

C1.6. The Deposit can be lodged with the Scheme by:

C1.6.1. Debit card either online or by telephone;

C1.6.2. Cheque (subject to clearance) or banker's draft;

C1.6.3. Bank transfer (BACS).

C1.7. Users will be able to view lodged Deposits via their online account(s).

C1.8. Once cleared funds are received by the Scheme and allocated to a Recorded Tenancy, either automatically by the Scheme or manually by the User, the Scheme will confirm to the User that the Deposit is Protected. The Scheme will confirm the Deposit has been paid into a Designated Account and provide the Regulation 42 Information in the form of a Deposit Protection Certificate (DPC) containing:

C1.8.1. Confirmation of the full amount of the Deposit to be Protected by the Scheme;

C1.8.2. If being paid by instalments, the amount of the Deposit paid;

C1.8.3. The date the Deposit (or instalment) was received by the User;

C1.8.4. The date the Deposit (or instalment) was received by the Scheme;

C1.8.5. The address of the Residential Property that the Deposit relates to;

C1.8.6. Name and contact details of the Landlord and Landlord Registration Number (if applicable);

C1.8.7. Name of Tenant or the Lead Tenant (and all other Joint Tenants);

C1.8.8. Contact details of the Scheme;

C1.8.9. How to obtain release of the Deposit at the end of the tenancy including how to raise a Dispute;

C1.8.10. Information on how to check the Deposit status with the Scheme;

C1.8.11. Details of how to contact the Scheme to notify us of any inaccuracies in the information supplied.

C1.9. The Scheme will send a duplicate DPC to the Tenant and confirm that the Deposit has been lodged and paid into a Designated Account. The Scheme will inform the Tenant how to contact the Scheme so they can activate their account and obtain their Release Code. The Tenant will need the Release Code to confirm the release of the Deposit at the end of the tenancy.

Scheme Note: See D4 regarding the release of the Deposit for Joint Tenancies.

C1.10. The User is required to check with the Tenant that he has activated his account and obtained his Release Code prior to making a release request in accordance with clause D2.

C2 Transferring Deposits Between Schemes

C2.1. The Scheme will either release the deposit to the User or transfer the deposit into another authorised Scheme upon the written request of the User.

C2.2. On release or transfer of the deposit, the Scheme will inform the Tenant of the date the deposit was returned to the User or transferred to another Scheme.

C2.3. The Scheme aims to transfer Deposits within 5 Working Days of receiving the request.

C2.4. If the User requests that the Deposit is released to them to transfer the Deposit to another scheme manually then:

C2.4.1 The Scheme will require a signed undertaking from the User that he will pay the Deposit into another scheme.

C2.4.2 On receipt of the signed undertaking the Scheme will release the Deposit to the User within 5 Working Days.

C2.5. The Scheme will tell the Tenant the date when the Deposit was transferred to the alternative scheme, or released to the User.

C3 Existing Tenancies

C3.1. Where the Deposit was paid to a User before the day on which the Regulations came into force, the Deposit must be lodged with the Scheme and the Regulation 42 information provided to the Tenant, within 30 Working Days of either:

C3.1.1. The date of renewal where a Relevant Tenancy is renewed by express agreement or by the operation of tacit relocation, on a day that falls three months or more, but less than nine months, after the first day on which an approved scheme becomes operational; or

C3.1.2. In any other case, the date which falls nine months after the first day on which an approved scheme becomes operational.

Scheme Note: The Scheme considers tacit relocation to mean: When a tenancy has a determinate duration, i.e. start date to an ish date (initial end date) but parties do not agree in the tenancy what happens thereafter. The tenancy carries an implied agreement, namely - it is renewed on the same terms and for the same duration unless or until a valid notice to quit is served. The maximum period the tenancy can continue under the doctrine is one year.

C3.2. Where the Deposit was paid to a User on or after the day on which the Regulations came into force and before the first day on which an approved scheme becomes operational, the Deposit must be lodged with the Scheme and the Regulation 42 information provided to the Tenant within 30 Working Days of the date which falls three months after the first day on which such a scheme becomes operational.

Scheme Note: See Appendix 4 and further information on the transitional provisions of the Regulations on the Scheme website.

Section D: Releasing the Deposit

D1 Deposit Release – General

D1.1. Either the User or the Tenant can initiate the Deposit Release Process by submitting a Deposit Release Request Form (either online, by post or by telephone).

D1.2. The Scheme will only permit a release of the Deposit if the Deposit has been received by the Scheme in cleared funds.

D1.3. The Scheme can release the Deposit by BACS transfer to a party's nominated bank account, or by cheque.

Scheme Note: Should the Tenant request the release of the Deposit to an overseas bank account, then any administrative costs involved in the release will need to be paid by the Tenant before the Deposit is released.

D1.4. The Scheme will not release the Deposit unless:

D1.4.1. All parties to the Deposit Protection agree to the release, or;

D1.4.2. Either party fails to either request to use or consent to use ADR, within 30 Working Days of being asked to respond to the request by the Scheme, or;

D1.4.3. The Scheme receives an Adjudicator's Decision or Court Order compelling us to do so.

Scheme Note: See C2 for transfer of Deposits.

D1.5. The release of the Deposit must only be initiated at the end of the Tenancy.

D1.6. When a Deposit release is authorised by the Scheme, both the User and the Tenant must supply their Release Codes.

D1.7. If either party misplaces or forgets their Release Code, replacements can be requested either online or in writing.

D1.8. Failure to provide us with any information to enable us to release the Deposit will result in a rejection of the application until the requested information is received.

D2 Request for Release of Deposits by the User

D2.1. As soon as reasonably practicable after the end of the Tenancy, the User must make an application for the release of the Deposit by completing a Deposit Release Request Form either online or in writing to us and supplying the following information:

D2.1.1. The date the Tenancy ended;

D2.1.2. The amounts to be released to the User and the Tenant(s);

D2.1.3. The User's bank details;

D2.1.4. The User's Release Code.

D2.2. The Scheme will contact the Tenant (see D4 for Joint Tenancies) to notify him of the User's application to release the Deposit by:

D2.2.1. Email (if we hold a valid email address for the Tenant), or;

D2.2.2. SMS text message (if we hold a valid mobile phone number for the Tenant); or

D2.2.3. Post (if we hold a correspondence address for the Tenant but no email address).

D2.3. The Scheme will:

D2.3.1. Provide information about the ADR process [including the options to negotiate a settlement or resolve through the Courts] and confirm that any Disputed Deposit Amount will be held by the Scheme in a Designated Account;

D2.3.2. Confirm that the Tenant must respond within 30 Working Days from the date of notification of the User's application and the consequences if the timescale is not complied with [see D2.5 and E1.3];

D2.3.3. Ask that if the Tenant is in agreement with the User's application, confirm the Tenant's bank account details and Release Code.

D2.4. If the Tenant accepts the amounts as specified in the User's application, the Scheme will release the Deposit monies within 5 Working Days of the Scheme's receipt of such confirmation from the Tenant.

D2.5. If the Tenant is not in agreement with the User's application then he must inform the Scheme within 30 Working Days of being notified by the Scheme of the User application and also confirm whether he agrees that the Deposit Dispute can be resolved by the Scheme's ADR service.

Scheme Note: If the Tenant confirms that he wishes for the Deposit Dispute to be resolved through the Scheme's ADR service then the User is compelled to co-operate in the process.

D3 Request for Release of Deposits by the Tenant

D3.1. The Tenant can make an application for the release of the Deposit at the end of the Tenancy by completing a Deposit Release Request Form either online or in writing and supplying the following information:

D3.1.1. The date the Tenancy ended;

D3.1.2. The amounts to be released to the User and Tenant(s);

D3.1.3. The Tenant's bank details;

D3.1.4. The Tenant's Release Code.

Scheme Note: The default position will be that the User makes the first application for the release of the Deposit. If the User does not make an application then the Tenant can complete a Deposit Release Request Form. The Scheme will ask the Tenant to confirm that the application has been made following discussion with their Landlord/Agent or that they are not contactable.

D3.2. The Scheme will contact the User to notify him of the Tenant's application to release the Deposit.

D3.3. The Scheme will also:

D3.3.1. Confirm that the User must respond to us within 30 Working Days from the date of notification of the Tenant's application as failure to do so will entitles us to release the full amount of the Deposit to the Tenant within 5 Working Days of the expiry of the 30 Working Day period;

D3.3.2. Inform the User that if he makes an application in accordance with D2 up to 30 Working Days from the Tenant's application in D3.1 then the Scheme will not progress the Tenant's application and instead follow the procedure in D2;

D3.3.3. Ask if the User is in agreement with the Tenant's application, for the User's bank account details and Release Code.

D3.4. If the User accepts the amounts as specified in D3.1.2, the Scheme will release the Deposit monies within 5 Working Days of receipt by us of the confirmation from the User.

D3.5. If the User informs the Scheme that he disagrees with the amounts specified in D3.1.2 he will be able to complete a Counter Deposit Release Request whereby he will follow the procedure in D2

D4 Deposit Release for Joint Tenancies

D4.1. If a User makes an application for the release of the Deposit the Scheme will contact the Lead Tenant to confirm the application.

D4.2. If the Lead Tenant does not respond to our communications within 15 Working Days the Scheme will write to the other Joint Tenants (where we have been provided with their details by the User) to inform them of the User's application and that the Lead Tenant has not yet responded. On receipt of this communication any other Joint Tenant may contact us to take over from the Lead Tenant but he must respond within 30 Working Days of the day on which the Lead Tenant was sent the initial notification. A Tenant who then contacts us must provide us with evidence that he is acting on behalf of all the other Joint Tenants.

Scheme Note: Whichever Joint Tenant responds to the notification will be required to confirm in writing that:-

(a) *he will personally conduct all aspects of the Deposit Dispute pursuant to [b] to [e] inclusive;*

(b) *he has written authority to act for all the Joint Tenants;*

(c) *he undertakes and agrees to distribute the money which may be returned to him to the other Joint Tenants as directed by the Scheme;*

(d) *he agrees to indemnify the Scheme against any claims or loss by the other Joint Tenants made as a result of his conduct; and*

(e) *he will notify all the Joint Tenants that the Scheme cannot resolve any disputes between the Joint Tenants.*

D4.3. If a Tenant to a Joint Tenancy makes an application for the release of the Deposit the Scheme expects the Lead Tenant to make the application. If any other Joint Tenant wishes to make an application for release of the Deposit then he must contact the Scheme by telephone. The Scheme will operate only one deposit release.

D5 Terms under which the Scheme holds the Disputed Deposit Amount

D5.1. Where the Scheme receives notification of a Disputed Deposit Amount then this amount will continue to be held in a Designated Account by the Scheme until the Deposit Dispute is resolved.

D5.2. The Scheme will release any undisputed Deposit amounts to the parties as soon as practicable upon our receipt of the notice from the parties that there is an undisputed Deposit amount.

Scheme Note: This will occur when the Scheme receives applications from both the User and Tenant of the amount of the Deposit they request to be released.

D5.3. If the Scheme receives notification from both parties that any Disputed Deposit Amount has been resolved at any time prior to an Adjudication Decision, the Disputed Deposit Amount will be repaid in accordance with that agreement within 5 Working Days of the Scheme being notified of the agreement by both parties.

D5.4. If the Tenant notifies the Scheme that they wish to dispute all or some of the User's application for the release of the Deposit but does not provide consent to use our Dispute Process, the Scheme will, following the 15th Working Day after receipt of the Tenant's notification:

D5.4.1. Remind the Tenant of the Dispute Resolution Process;

D5.4.2. Advise the Tenant that the Scheme will, following the 30th Working Day following the notification, release the Deposit to the parties in accordance with the User's application within 5 Working Days.

Section E: Disputes between User and Tenant over the release of the Deposit

E1 Raising a Deposit Dispute

The Scheme urges the User to negotiate the amount of the Deposit to be released to the Tenant at the end of the Tenancy. The Scheme provides Alternative Dispute Resolution (ADR) as a method of Deposit Dispute resolution. The ADR process is evidence based and will result in an Adjudicator making an Adjudication Decision. The Scheme's ADR process is not mediation, arbitration or counselling and the parties will not be required to meet with the Adjudicator.

Both parties must submit their evidence to us in accordance with these Terms and Conditions and Supporting Scheme Documentation. The Scheme engages Adjudicators to analyse the evidence submitted (within our timescales) and to make a binding Adjudication Decision as to how the Deposit should be distributed.

Whilst there is no obligation on the Tenant to use ADR, this is a free service available to Users and Tenants and is designed to allow easy and quick access to a resolution of the Deposit Dispute. If a Tenant wishes to use the Scheme's ADR to resolve a Deposit Dispute then the User is compelled to use the ADR.

The Scheme website provides further information on the type of evidence that the Adjudicator will expect to receive in support of a Disputed Deposit claim.

Tenants are informed of the procedure and timescales for raising a Deposit Dispute at the time the Deposit is Protected with the Scheme and also at the time that an application is made for the release of the Deposit. The User undertakes to provide the Scheme with the most up to date Contact Details for all the Tenants of a Recorded Tenancy and that this information is updated appropriately. Where the Contact Details are incorrect, incomplete or missing the User must demonstrate that the information that they provided to the Scheme is to the best of their knowledge accurate.

E1.1. If the Tenant disagrees with the Deposit amounts to be released (in accordance with D2.1.2) then there will a Disputed Deposit Amount.

Scheme Note: A User will not raise a Deposit Dispute. A Deposit Dispute is raised with the Scheme when the Tenant disagrees with amount a User requests to be released.

E1.2. If the Tenant confirms that he agrees to use the Scheme's ADR process to resolve the Deposit Dispute then the matter will proceed to ADR.

E1.3. If the Tenant:

(a) Does not respond to our notification regarding the User's application for the release of the Deposit;

(b) Confirms that he wants to resolve the Deposit Dispute through the Courts; or

(c) Does not inform us that he wants a Deposit Dispute resolved by ADR.

The Scheme will, following the 30th Working Day after the Tenant's receipt of notification of the User's application from us, inform the Tenant that the Deposit is to be released in accordance with the User's application within 5 Working Days.

Scheme Notes: The Tenant has the option of issuing Court proceedings against the User if he is unhappy with the release of the Deposit in this way. The Scheme will not be involved or subject to any action once the Deposit has been released to the User in accordance with his application.

The Scheme will hold onto any Deposit amount which the User has specified should be released to the Tenant in a Designated Account so the Tenant can apply for its release at a later date.

E2 Authorised Representatives

E2.1. The Scheme may at our discretion allow a Deposit Dispute to be handled on behalf of a Tenant by an Authorised Representative if such an Authorised Representative signs our 'Assumption of Liability Form' agreeing to adhere to these Terms and Conditions. The Tenant and/or the Authorised Representative must inform us in writing and provide reasons and evidence as to why the Scheme should accept the Authorised Representatives involvement. The reasons may, but not exclusively, include:

- Tenant's difficulty with language or understanding of the issues;
- Tenant's disability or sickness;
- Tenant's absence from the UK

E2.2. The Scheme's decision to accept or reject an Authorised Representative to take responsibility for the Deposit Dispute is final and the Scheme will require submission of identification and/or other evidence and documentation including any 'power of attorney', or other agency agreement. If the Scheme accepts the Authorised Representative then these Terms and Conditions will be interpreted so that the definition 'Tenant' will extend to the Authorised Representative.

E3 Paid Representatives

If a solicitor or any other legal representative is instructed, his costs must be paid by the instructing party. The Adjudicator will not make any award for costs. The solicitor or legal representative will not be able to recover the costs from the Scheme or the other party (see F1.4).

E4 Agent Users

If the User is an Agent acting on behalf of a Landlord Client, the Agent User will be permitted to refer to and then consent to ADR on behalf of the Landlord Client. The Scheme may allow the Landlord Client (in place of the Agent User) to undertake the Deposit Dispute directly, if the Scheme is satisfied that the Landlord Client is the legitimate party to the Dispute.

Section F: Alternative Dispute Resolution (ADR)

F1 ADR Eligibility

F1.1. A Deposit Dispute will be referred to ADR if a Deposit Dispute has been raised and the Tenant has confirmed he agrees that the Deposit Dispute should be resolved by ADR.

F1.2. ADR will not resolve any Dispute in excess of the disputed deposit amount, as confirmed by the Tenant.

F1.3. At no time will the Scheme release a sum in excess of the Deposit amount stated on the DPC and held by us.

F1.4. The Adjudicator cannot make any award of costs or disbursements. The ADR process is free of charge, but each party must bear all their own costs.

F1.5. Users and Tenants are free to settle the Deposit Dispute before the Adjudicator makes an Adjudication Decision.

F1.6 If Joint Tenants have informed the Scheme that they are disputing the Deposit separately, and they all agree to use ADR, then the Deposit Dispute will be heard using the same ADR Adjudication process as outlined in F2.1. The User will be informed, all the Tenants will be provided with the User's evidence, and all the Tenants must submit their evidence in accordance with F2.1.2.

F1.7 If any Joint Tenant informs the Scheme (within the relevant time periods) that he does not agree to the use of ADR then the Deposit will be returned as per the Users Deposit Release Request and the Joint Tenants will have to use the Courts to secure the return of the Disputed Deposit amount.

F2 Deposit Dispute Resolution by ADR

F2.1. When a Deposit Dispute is referred to ADR the following will occur:

F2.1.1. The User will be notified that the Deposit Dispute is being referred to ADR. The User will have 14 Days from the date of our notification to submit his evidence in support of his claim for the release of the Deposit as he requested.

F2.1.2. Following the 14 Days in F2.1.1 the Tenant(s) will be notified as to how to access the evidence. The Tenant(s) will have 14 Days from the date of our notification to submit evidence as to why the Deposit should be released as he requested.

F2.1.3. The Scheme will then contact the User again and allow him a further 7 Days to provide any comments on the evidence submitted by the Tenant(s). The User will not be able to submit any further evidence at this point.

F2.2. Following F2.1.3. if the Scheme considers that the case is suitable for Adjudication then the Dispute Papers will be sent to an Adjudicator.

F2.3. If the Scheme is not satisfied that the Deposit Dispute can proceed to Adjudication then the Scheme will contact both parties and either:

F2.3.1. Decline the Deposit Dispute, provide the reasons and state how the Deposit will be released; or

F2.3.2. Provide the reasons the Deposit Dispute was unacceptable for Adjudication and suggest a course of action and timescales for remedying the problems.

Scheme Note: The Scheme may provide both parties with access to each other's evidence in order to facilitate this process. On expiry of the Scheme's timescales the Scheme will either refer the case to an Adjudicator or state how the Deposit will be released.

F3 Evidence

F3.1. The Adjudicator may, reject evidence on any ground, including evidence being submitted out of time, his concerns as to the authenticity of the evidence, or if the evidence cannot be viewed or transcribed.

F3.2. The parties must keep copies of all evidence submitted to the Scheme.

F3.3. The Scheme or the Adjudicator may request that original paper evidence is provided by the parties. In such instances, the Scheme will pay the cost of returning the original paper evidence to the party in the UK by first class Royal Mail post.

Scheme Note: Such paper evidence will be consigned to the post at the requesting party's risk. Evidence may be collected from the Scheme in person as an alternative.

F3.4. The parties must, on submission of any non-paper physical evidence, notify us if they want the evidence to be returned. The Scheme will only return original evidence to a party upon a written request, and upon prior payment of postage. If the Scheme does not receive written notification that the evidence should be returned then the Scheme reserves the right to shred or dispose of the evidence in a confidential manner on completion of the Adjudication.

F3.5. The parties are solely responsible for the quality and authenticity of the evidence and must provide evidence that can be easily transcribed if in the form of a recording (electronic or otherwise).

Scheme Note: It is the responsibility of the parties to ensure that any verification including electronic dating is provided to the Scheme in a manner and form that is readily available to the Scheme and or the Adjudicator.

F3.6. The User must submit a copy of the Relevant Tenancy Agreement as part of his evidence.

F4 The Adjudication

F4.1. The Adjudicator is allotted 20 Working Days within which to make an Adjudication Decision from the date he receives the Dispute Papers from the Scheme in accordance with F2.2 (subject to clauses F4.2 and F4.3).

F4.2. The Adjudicator may reject a Deposit Dispute if he believes that it is being pursued in a vexatious, frivolous or unreasonable manner.

F4.3. The Adjudicator may:

F4.3.1. Ask for more evidence and will set a deadline by which such evidence must be presented;

F4.3.2. Proceed to make an Adjudication Decision even if either party has not acted in accordance with these Terms and Conditions.

F4.4. On receipt of the Adjudication Decision the Scheme will:

F4.4.1. Inform the parties and provide a copy of the Adjudication Decision within 5 working days of the Adjudication Decision being made;

F4.4.2. Allow the parties the opportunity to request a Review of the Decision if it can be demonstrated there has been an error in fact or law (or both) - see Section G.

F.4.4.3. Release the Deposit to the parties in accordance with the Adjudication Decision 10 Working Days after notifying the parties of the Adjudication Decision.

F4.5. The Adjudicator's Decision is final, subject to the provisions in Section G.

F5 Confidentiality and Liability

F5.1. All aspects of ADR are confidential unless the Scheme is ordered to make disclosure by a Court, or in so far as the enforcement procedure is concerned.

F5.2. Notwithstanding F5.1 the Scheme and/or the Adjudicator may be required to provide information to the Scottish Government Governance and Communities Directorate and other Scottish Government Directorates within the Scottish Executive based on the results of the Adjudications.

F5.3. The Scheme will take reasonable care in the selection of the Adjudicator. The Scheme does not accept any responsibility for any losses or expenses suffered or incurred by a User as a result of any acts or omissions by the Adjudicator.

Section G: Review of Adjudication

G1 Either the User or the Tenant may apply to the Scheme within 10 Working Days, of notification of an Adjudicator Decision from the Scheme for a Review of the Adjudication Decision, but may only do so on the grounds that the Adjudicator has erred in fact or in law (or both).

G2 If a review request has been received by the 10th Working Day:

G2.1. The Scheme will invite written representations from the other party to the Deposit Dispute to enable the Scheme to consider whether the Adjudicator may have erred in fact or in law;

G2.2. The written representations must be returned by the other party within 3 Working Days of being requested;

G2.3. On receipt of the written representations the Scheme will decide whether to accept or reject the application.

G3 Where an application is rejected by the Scheme:

G3.1. The requesting party may not make a further application for Review of the Adjudicator's Decision.

G3.2. The Scheme will release the Deposit as soon as is reasonably practicable in accordance with the original Adjudication Decision, but not before the expiry of time in accordance with G1.

G4 If the Scheme decides that there is a reasonable ground for believing that the Adjudicator may have erred in fact or in law, the Scheme will accept the application and refer the Adjudication Decision for Review by an Adjudicator who was not involved in deciding the original Adjudication Decision ("Review Adjudicator").

G5 The Review Adjudicator will:

G5.1. Affirm the Adjudication Decision; or

G5.2. Substitute the Adjudication Decision with a different decision ("Review Decision");

G6 The Review Adjudicator's decision will set out:

G6.1 The facts on which the decision is based;

G6.2 The reasons for the decision; and

G6.3 The amounts of Deposit to be released by the Scheme to the parties.

G7 The Review Adjudicator will make the decision in accordance with G6 within 10 Working Days of receipt of instructions from the Scheme in G4.

G8 The parties will receive the Review Adjudicator's decision from the Scheme within 5 Working Days of the Review Adjudicator making his decision.

G9 The decision of the Review Adjudicator is final.

G10 The Scheme will repay the Deposit in accordance with the Review Adjudicator's decision within 5 Working Days of sending notification of the decision.

Section H: Miscellaneous Rules and Provisions

H1 These Terms and Conditions and Supporting Scheme Documentation will need to be updated from time to time. Notices of any changes will be posted on our website, in newsletters and/or direct mail.

H2 The User agrees to abide by the latest version of the Terms and Conditions notwithstanding any earlier version which was in force when the Deposit was Protected.

H3 The Scheme may delay action if we have any concerns about a User's compliance with these Terms and Conditions, identity, fraud or money laundering.

H4 The Scheme cannot be held responsible for intervening events beyond our control which prevent, delay or impede our ability to operate the Scheme or these Terms and Conditions.

Scheme Note: This includes (not exclusively) events such as fire, flooding, strike or terrorism.

H5 These Terms and Conditions are governed by and shall be construed in accordance with the Relevant Legislation, and the laws of Scotland, UK and EU.

H6 Our previous ADR Decisions may not be relied upon as precedent or authority for deciding any following Deposit Dispute. Each Deposit Dispute is heard on its own individual merits and Supporting Evidence submitted by both parties.

H7 Any Scheme notes or information posted on the website to assist and notify Users, the Tenants or parties involved with the Scheme is intended as general guidance and assistance, and is non-specific and does not override the strict requirements of the Act, Regulations or any related statutory instruments.

H8 Any claim that a User may have against us is limited to the Protected Deposit Amount plus interest at 2% above HSBC base rate from the date of the liability being proven against us.

H9 There are no fees payable by Users to Protect Deposits with the Scheme and neither Users or Tenants are entitled to any interest on the Deposit monies lodged with the Scheme.

H10 Time is to be strictly interpreted and observed within all prescribed periods. The Scheme may allow additional time only if suitable evidence is given as to the cause of delay. If a statutory time regulation gives no flexibility then the Scheme cannot grant any leniency.

Section I: Complaints Procedure

I1 Our aim is to provide a first class service to all Users and Tenants and to do everything we can to ensure that you are satisfied. If you feel that we have fallen short of this standard and you wish to complain, you should do so in writing at:

mydeposits Scotland
Premiere House,
1st Floor
Elstree Way
Borehamwood
WD6 1JH

Or by email at: complaints@mydepositsscotland.co.uk

I2 On receipt of a complaint we will investigate the complaint fully and respond to you accordingly.

I3 The timescales for dealing with a complaint are as follows:

I3.1. If the complaint cannot be dealt with by the end of the next Working Day following receipt, we will provide a written acknowledgement within 5 Working Days.

I3.2. If we are unable to resolve the matter within 5 Working Days we will advise you and give our estimate of the time we expect to need to deal with the complaint.

I3.3. Our final decision cannot be appealed except by resort to the Court where you may need independent legal advice.

I4 This Complaints Procedure cannot be used to appeal against an Adjudication Decision; there is a separate and dedicated process for requesting a Review of an ADR Decision when you believe that there has been an error of fact or Law.

I5 **my**|deposits **Scotland** is not regulated by the Financial Conduct Authority (FCA). The Scottish Ministers have responsibility for monitoring the Tenancy Deposit Protection Schemes under The Tenancy Deposit Schemes (Scotland) Regulations 2011.

Appendix 1: Data Protection Notice

Scope

The Scheme is operated for the Scottish Ministers by Tenancy Deposits (Scotland) Limited trading as **my**|deposits Scotland.

This Data Protection Notice applies to **my**|deposits Scotland with regards to personal information and data collected about Landlords, Agents and Tenants in connection with a Tenancy Deposit Scheme under The Tenancy Deposit Schemes (Scotland) Regulations 2011.

Personal Information

my|deposits Scotland collects the information Users are asked to provide during the Scheme Account Set-Up and which is supplied during the period that any Deposit is Protected by a User.

Our websites and e-mails use common internet tools such as cookies and beacons.

my|deposits Scotland sometimes collect information about the parties from other sources, such as Tenants, land registry data, postal services data, credit checking organisations or other sources necessary to confirm identity or the instructions provided.

For more information on the Scheme's information, and collection practices (including how to delete or refuse cookies), please contact us.

Uses and Sharing

Personal information will only be handled for the purposes of the Tenancy Deposit Scheme. This includes providing Alternative Dispute Resolution and administering the Scheme, although **my**|deposits Scotland may be required to disclose details of your Scheme activities to regulators, industry bodies and other organisations for the purpose of fraud prevention and money-laundering, or if there are concerns of a criminal nature regarding your activities.

A condition of using the Scheme is that Users consent to **my**|deposits Scotland sharing User details and data, including Deposit Protection details, to the relevant Local Authorities when required. The information gathered may also be used for research, historical & statistical purposes. We may be required to generate and supply anonymous data to the Scottish Ministers via quarterly and annual reports.

We process data to run the Scheme. In the event of a Deposit Dispute, information and data may also be processed by an Alternative Dispute Resolution service provider instructed by the Scheme. These organisations are required to protect data for us and cannot apply personal information for purposes unconnected with the Scheme.

Personal information may be transferred outside the UK or European Union for the purpose of providing access to the information from a website outside the European Union. We must process data in accordance with the Data Protection Act 1998.

Your Rights

Under the Data Protection Act 1998 Landlords, Agents and Tenants have the right to access any data that we hold about them. Contact us to correct any errors in the information or for more information on your rights.

Contact Details

We can be contacted at:
mydeposits Scotland, Premiere House, 1st Floor, Elstree Way, Borehamwood WD6 1JH
By telephone on 0333 321 9402 8.30am to 5.30pm Monday-Friday (Excluding Scottish Bank Holidays)
or by email on customerservices@mydepositsscotland.co.uk

Appendix 2: List of Scheme Forms

The following is a list of some of the forms that Users may need in order to join, manage their tenancies and details of how and/or when the form can be obtained:

Name of document	How to obtain a copy
User Registration Form	Completed online or issued by us upon request
Agency Landlord Registration Form	Available online or upon request
Tenancy Protection Request	Completed online or issued by us upon request
Joint Tenancy Information Form	Completed online or issued by us upon request
Deposit Release Request Form - Landlord/Agent Application	Completed online or issued by us upon request
Deposit Release Request Form - Tenant Response	Completed online or issued by us upon request
Deposit Release Request Form - Tenant Application	Completed online or issued by us upon request
Deposit Release Request Form - Landlord/Agent Response	Completed online or issued by us upon request
User Evidence Form	Completed online or issued by us upon request
Tenant Evidence Form	Completed online or issued by us upon request
User Rebuttal Comment Form	Completed online or issued by us upon request
Adjudication Acceptance Form	Completed online or issued by us upon request
Adjudication Review Request	Completed online or issued by us upon request
Assumption of Liability Form	Available online or upon request

Appendix 3: The Tenancy Deposit Schemes (Scotland) Regulations 2011

The latest version of the legislation can be found at: www.legislation.gov.uk

All information contained on the legislation.gov.uk website is Crown copyright.

The information featured on the website (not including logos) may be used free of charge in any format or medium, under the terms of the Open Government License. See the website for more details.

Appendix 4: The exemptions contained in Section 83(6) of the Antisocial Behaviour etc. (Scotland) Act 2001

The following are examples of tenancies which are not considered Relevant Tenancies:

(6) For the purposes of subsection (1)(b), the use of a house as a dwelling shall be disregarded if —

(a) the house is being used for the provision of —

(i) a care home service (as defined in subsection (3) of section 2 of the Regulation of Care (Scotland) Act 2001 (asp 8));

(ii) a school care accommodation service (as defined in subsection (4) of that section);

(iii) an independent health care service (as defined in subsection (5) of that section); or

(iv) a secure accommodation service (as defined in subsection (9) of that section);

(b) the house is being used by a religious order the principal occupation of which is prayer, contemplation, education or the relief of suffering;

(c) a control order under section 178 of the Housing (Scotland) Act 1987 (c. 26) is in force in respect of the house; or

(d) the house is being used for holiday purposes.

Notes

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Elstree Way
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Tel: 0333 321 9402
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The Scottish Government
Riaghaltas na h-Alba

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