



**PINNACLE**<sup>®</sup>  
Letting & Estate Agents

**Cardiff/Newport:** 3–5 Fanny Street, Cathays, Cardiff, CF24 4EG  
**Pontypridd:** 49 Mill Street, Pontypridd, CF37 2SN  
**Cardiff:** 02920 640200 cardiff@pinnacle-group.com  
**Pontypridd:** 01443 402400 pontypridd@pinnacle-group.com  
**Newport:** 01633 223300 newport@pinnacle-group.com

## Reporting Maintenance

This property is managed by Pinnacle, to report maintenance please:

- Logon to [www.pinnacle-group.com/maintenance/](http://www.pinnacle-group.com/maintenance/)
- Click the Report Maintenance button
- Follow the on-screen instructions

The screenshot shows the Pinnacle website's 'Report Maintenance' page. At the top, there is a navigation bar with contact numbers for Cardiff, Newport, and Treforest, along with 'ADVERTISE NOW' and 'LOGIN' buttons. Below this is the Pinnacle logo and a navigation menu. The main content area is titled 'Report Maintenance' and features a 'What is the problem?' section with five icons representing different types of issues: Fire, Smell Gas?, Air Conditioning, Alarms and Smoke Detectors, and Bathroom and Toilet. The page also includes a search bar and a 'SEARCH NOW' button.

and to get an update please:

- Logon to [www.pinnacle-group.com](http://www.pinnacle-group.com)
- Click Login Tab
- Create an Account/Login with your email address

The screenshot shows the Pinnacle website's 'Login to your online landlord or tenant account here!' page. At the top, there is a navigation bar with contact numbers and 'ADVERTISE NOW' and 'LOGIN' buttons. Below this is the Pinnacle logo and a navigation menu. The main content area is titled 'Login to your online landlord or tenant account here!' and features a login form with fields for 'Your Tenant Account' and 'Login'. Below the login form is a 'View Your Maintenance Jobs' section with three buttons: 'View Maintenance', 'Add Maintenance', and 'Change Password'. The 'View Your Maintenance Jobs' section also includes a list of job statuses: Reported Jobs, Actioned Jobs, and Closed Jobs.



<b>Date:</b>	Day	Month	Year
--------------	-----	-------	------

<b>Property:</b>	
------------------	--

We the undersigned have fully read and understood the terms and conditions laid out in the 'Assured Shorthold Tenancy' agreement we are about to sign.

We have had time to seek independent legal advice and ask Pinnacle Letting & Estate Agents employees about anything to which we are unsure.

We understand that the document we are about to sign is legally binding and breach of any terms or conditions could lead to court action. We fully understand that this is a fixed term 'Assured Shorthold Tenancy' agreement and that rent is payable for the full term even if I choose not to live in the Property. We understand that we cannot give notice to cancel this 'Assured Shorthold Tenancy' agreement.

We can confirm that we may wish to install a telephone line and/or broadband and/or cable connection to the property when we move in and understand that you may need to make a request to the landlord for the authorisation of the installation (delete paragraph if not required).

We understand that utility suppliers may contact us directly to arrange connection and the setting up of accounts & agree to our contact details being passed on to a third party.

**SIGNED** by the Landlord or an authorised person of Pinnacle Letting & Estate Agents as agent for the Landlord.

<b>Agent or Landlord Sign Here:</b>	
-------------------------------------	--

<b>Tenant Sign Here:</b>	
--------------------------	--



For letting residential dwelling house at:

**Tenancy Reference: inst-3419**

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is an assured shorthold tenancy within the meaning of the Housing Act 1988, as amended by the Housing Act 1996.

<b>Date of signing:</b>	Day	Month	Year
-------------------------	-----	-------	------

<b>Landlord (inc. address):</b>	
<b>Telephone Number:</b>	

**Note:** Any notice under Section 48 of the Landlord and Tenant Act 1987 can be served on the Landlord at the address above.

<b>Tenant:</b>			
<b>Note:</b> If two or more persons are named above, then their obligations to the Landlord shall be joint and several.			
<b>Property:</b>			
<b>Contents:</b>	The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory.		
<b>Term:</b>	For the term of 6 months commencing on 01/06/2019 and ending on 30/11/2019		
<b>Rent:</b>	<b>From</b>	<b>To</b>	<b>Total Rent per Rent Period</b>
	Start of Tenancy 01/06/2019	End of Tenancy 30/11/2019	Payment of £1,000.00 per calendar month
<b>Payment:</b>	Payment is required by Standing Order in advance on the first working day of each rental period.		
<b>Deposit:</b>	A deposit of £0.00 to be held by the Agent as Stakeholder and protected by the <i>Tenancy Deposit Scheme (TDS)</i> .		



1.0	The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable above.
2.0	The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to compensate the Landlord for any breach of those obligations.
3.0	<b>The Tenant agrees with the Landlord:</b>
3.1	To pay the rent on the days and in the manner specified in this Agreement.
3.2	<p>To pay for the following permitted default payments, if/ when applicable:</p> <p><b>3.2.1 Missed appointments</b> – if a landlord has arranged for a contractor to visit the property to carry out remedial work and the tenant refuses entry or is not there to grant access then any charges levelled at the landlord from the contractor will be passed to the tenant/s and charged at £60 including VAT.</p> <p><b>3.2.2 Avoidable or purposeful damage</b> – Damage to the property caused by neglect, careless or wilful behaviour will be a breach of tenancy and will be charged to the tenant at cost of damaged caused.</p> <p><b>3.2.3 Replacement keys</b> – the cost of cutting new keys will be charged to the tenant/s if you are at fault and have lost them or if a locksmith must be called charged at £2.50 per key if a standard key or this could be up to £35 for a specialist key i.e. a master key plus any callout charges incurred for the locksmith to attend if required.</p> <p><b>3.2.4 Emergency/ out of hours call-out fees</b> – Tenants will be charged for any out of hours service needed as a result of tenant actions, such as an emergency glazer, plumber or locksmith if the tenant caused the property issue /repair in the first place. Tenants will not be charged for other out of hours services if they have not caused the issue. These charges are dependent on the severity of the damages and can vary from contractor to contractor. You will be notified of any charges incurred to you as a result of damages before a contractor is booked so you can review the cost and decide if the repair can wait for a contractor to attend in hours.</p> <p><b>3.2.5 Rent Arrears Charges</b> - To pay the administration costs if a Rent payment is not received and therefore needs to be chased:</p> <ul style="list-style-type: none"> <li>• £15 inc. VAT will be applied when we need to chase by email, text, phone and post, up to the point where the unpaid balance is cleared 5 days after rent due.</li> <li>• £30 inc. VAT will be applied where a Rent chase visit to the Property is required.</li> <li>• Interest on rent arrears will be charged daily at 3% above the Bank of England base rate once the arrears is more than 14 days.</li> </ul> <p><b>3.2.6 Tenancy Surrender Charge</b> – If a whole tenancy wishes to surrender the tenancy before the end of the fixed term and this is agreed in writing with tenants and landlord then the tenant will be liable for the landlords re-letting fee as outlined on landlord fee cards in our office and any rent due up until a new tenancy is signed, to a maximum of the rent due until the end of the fixed term.</p>
3.3	To pay for the following services consumed on or supplied to the Property during the Term:



	and not to do anything that may cause the disconnection of these services, and to pay the cost of any reconnection fees in this event. The Tenants information will be passed onto local authorities, utility, setting up accounts and broadband companies and future Tenants for the purpose of confirming payment of services consumed. The tenants understand that administration costs will be due if services are put into the name of the Landlord or the Landlord agents or are disconnected.
3.4	Not to do damage or injure the Property or make any alteration in or addition to them including decorating or fixing items to walls without the prior written consent of the Landlord.
3.5	To deliver up the Property at the end of the Term in the same good and clean state of repair and condition as it was at the beginning of the Term and make good or pay for the repair of or replace all such items of the Contents as shall be broken, lost, damaged or destroyed during the tenancy (fair wear and tear and damage by accidental fire excepted).
3.6	To keep the Property in a clean and tidy condition and complete repair during the Term including communal areas, windows, gardens and not allow mail to collect in the hallway.
3.7	To keep the Property heated adequately in order to avoid damage by freezing conditions and to keep the property sufficiently aired to avoid damage by condensation or similar.
3.8	To leave the Contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy according to the Inventory.
3.9	Not to assign sublet or otherwise part with possession of the whole or part of the Property.
3.10	To use the Property as a single private dwelling and not to use it or any part of it for any other purpose including any illegal or immoral purposes.
3.11	Not to do or permit or suffer to be done in or on the Property anything which may be a nuisance or annoyance to the Landlord or the tenants or occupiers of any adjoining property or which may void any insurance of the Property or cause the premiums to increase.
3.12	To permit the Landlord or the Landlord's agents upon reasonable notice (24 hours) at reasonable hours (save in an emergency) to enter the Property to view the state and condition or carry out works of maintenance or repair.
3.13	To permit the Landlord or the Landlord's agents upon reasonable notice (24 hours) at reasonable hours to enter the Property with prospective tenants, purchasers, surveyors or local authority officers, and to take photos for marketing purposes.
3.14	Not to keep any animals or birds on the Property without the Landlord's written consent.
3.15	Not to alter or change or install any locks in or about the Property without the prior written consent of the Landlord and to inform the Landlord of any alteration is made to the code of any burglar or fire alarm.
3.16	To fasten all locks to all doors and windows and activate any burglar alarm whenever the Property is left unattended.
3.17	To forward any mail or official notice addressed to the Landlord or his agent within 7 days.
3.18	To notify the Landlord if the Tenant intends to leave the Property vacant for a period in excess of 28 consecutive days.
3.19	To give the Landlord at least one month's notice in writing when the Tenant wishes to end the Tenancy at the expiration of the term certain. To avoid confusion, one month's notice cannot be given within the fixed term of



	this Tenancy Agreement. This is not required if the Landlord has already given the Tenant two months' notice to end the Tenancy at the expiration of the term certain.
3.20	To give the Landlord at least one month's notice in writing once the Tenancy has ended and continued as a periodic tenancy. To avoid confusion, one month's notice cannot be given within the fixed term of this Tenancy Agreement.  Should the Tenant provide less than one month's notice the Landlord reserves the right to charge the full rent for the notice period.
3.21	The initial fixed term tenancy may be renewed or extended by the preparation of a brand-new agreement, signed by both landlord (or his agent) and tenant(s)..
3.22	To return all keys for the Property to the Landlord or his agent on the last day of the tenancy and to provide forwarding addresses for all vacating tenants.
3.23	To provide in writing or by email details of any changes in contact details including email address and mobile phone numbers within 10 days of the change.
3.24	To hold, maintain for the Term and provide the Landlord or his Agent on request, a copy of insurance that the Landlord or his Agent considers adequate to protect any accidental damage caused by the Tenant to the furniture, fixtures and fittings at the Property as described in the inventory.
3.25	To submit in writing details of any disagreement with the Landlords decision on deductions from the Deposit. The Tenant should detail the issue in question, provide additional information that validates the dispute and propose a resolution.
3.26	To place refuse on the street for collection on the prescribed collection day and ensure that the area used to store refuse is maintained in a clean and tidy condition.
3.27	To be responsible from the first day of term for ensuring that any appliances using gas, electricity or water are set according to the Tenants preferences.
3.28	To keep all electrical appliances and apparatus in good working order and to pay for the repair or replacement of any such item which has been misused or damaged during the term.
3.29	To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or regulations to pay Council Tax or any like tax from time to time in force and indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy including any council tax due by reason of the Tenant's ceasing to be resident in the Property.
3.30	Within seven days of the receipt by the Tenant of any notice given under the Party Wall Act 1996 or any similar acts to give a copy to the Landlord or his agent and not to take any steps regarding the acts unless required so to do by the Landlord or his agent.
3.31	To not keep bicycles inside the Property.
3.32	To not light or use any candles, joss sticks or similar in the Property.
<b>4.0</b>	<b>The Landlord agrees with the Tenant as follows:</b>
4.1	To pay for all assessments and outgoings in respect of the Property (other than those mentioned in 3.6 above) and keep in repair the structure and exterior of the Property and to keep in good repair and proper working order the



	installations for the supply of water, gas and electricity and the installation in the Property for space heating or heating water as required by Section 11 of the Landlord and Tenant Act 1985.
4.2	That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the Term without any unlawful interruption from the Landlord or his agent.
4.3	To pay for the following services consumed on or supplied to the Property during the Term:  None,
<b>5.0</b>	<b>The Landlord and the Tenant agree:</b>
5.1	Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the property as his or her main home or intends to occupy the Property as his or her only or main home.
5.2	The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2, of the Housing Act 1988.
5.3	Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by standard first or second-class post to the Tenant at the Property or the last known address of the Tenant or left at the Property addressed to the Tenant.
5.4	The Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligations in this Agreement or should the Rent be in arrears by more than fourteen days (whether legally demanded or not).
<b>6.0</b>	<b>Special Conditions</b>
6.1	No smoking in the property.

**SIGNED** by the Landlord or an authorised person of Pinnacle Letting & Estate Agents as agent for the Landlord.

<b>Agent or Landlord Sign Here:</b>	
-------------------------------------	--

<b>Tenant Sign Here:</b>	
--------------------------	--



**PINNACLE**<sup>®</sup>  
Letting & Estate Agents

**Cardiff/Newport:** 3–5 Fanny Street, Cathays, Cardiff, CF24 4EG  
**Pontypridd:** 49 Mill Street, Pontypridd, CF37 2SN  
**Cardiff:** 02920 640200 cardiff@pinnacle-group.com  
**Pontypridd:** 01443 402400 pontypridd@pinnacle-group.com  
**Newport:** 01633 223300 newport@pinnacle-group.com

## Your Deposit and Prescribed Information



ALMA



enquiries@pinnacle-group.com  
www.pinnacle-group.com  
Registered in England & Wales  
Company Reg 3355056  
VAT No 752 9998 64





<b>For letting residential dwelling house at:</b>	
---	--

<b>Landlord Agent</b>	
<b>Address:</b>	Pinnacle Letting & Estate Agents, 3-5 Fanny Street, Cathays, Cardiff, CF24 4EG
<b>Telephone Number:</b>	029 2064 0200
<b>Email:</b>	cardiff@pinnacle-group.com
<b>Fax:</b>	Fax: 0870 7625399
<b>Tenant(s)</b>	
<b>Telephone Number:</b>	
<b>Email:</b>	
<b>Fax:</b>	
<b>Tenancy Deposit Scheme (TDS)</b>	
<b>Deposit:</b>	<b>£1,250.00</b>
<p>Deductions may be made from the Deposit according to clauses 2.1 to 2.5 below.</p> <p>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 the Agent ("The Member").</p> <p>The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.</p> <p>The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses 1.1 to 1.12 shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.</p>	

<b>1.0</b>	<b>Procedure for Dispute at the End of the Tenancy</b>
1.1	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 of The Dispute Service Ltd (ICE).
1.2	The tenants should make their best endeavours to inform the Member 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 Member has a maximum of 10 working days to resolve the dispute.



1.3	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.
1.4	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 <a href="http://www.tds.gb.com">www.tds.gb.com</a> or be obtained directly from The Dispute Service Ltd at the address or telephone number specified in clause 2.41 of the attached Tenancy Agreement.
1.5	If the Member 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 Member 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 Member 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 Member.
1.6	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.
1.7	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.
1.8	TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
1.9	The timescale 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.
1.10	The Member 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.
1.11	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.
1.12	If the Member is unable to contact the Tenant despite making reasonable efforts to do so or the Tenant is unable to contact the Member 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.
<b>2.0</b>	<b>The Tenancy Deposit</b>
2.1	The deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.
2.2	Any interest earned will belong to the Agent.
2.3	The Deposit has been taken for the following purposes:



2.3.1	Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
2.3.2	The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
2.3.3	Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
2.3.4	Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.
2.4	Protection of the Deposit:
2.4.1	The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd, PO Box 613, Eastleigh, SO50 0JJ Phone 0845 226 7837 Email deposits@tds.gb.com Fax 01494 431 123
2.5	At the end of the tenancy
2.5.1	The Member will tell the tenant as soon as possible at the end of the tenancy if they propose to make any deductions from the deposit.
2.5.2	If there is no dispute the Member will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the deposit.
2.5.3	The Tenant should use try to inform the Member in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
2.5.4	If, after 10 working days following notification of a dispute to the Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 2.5.5 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
2.5.5	If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.



2.5.6	The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.
-------	---

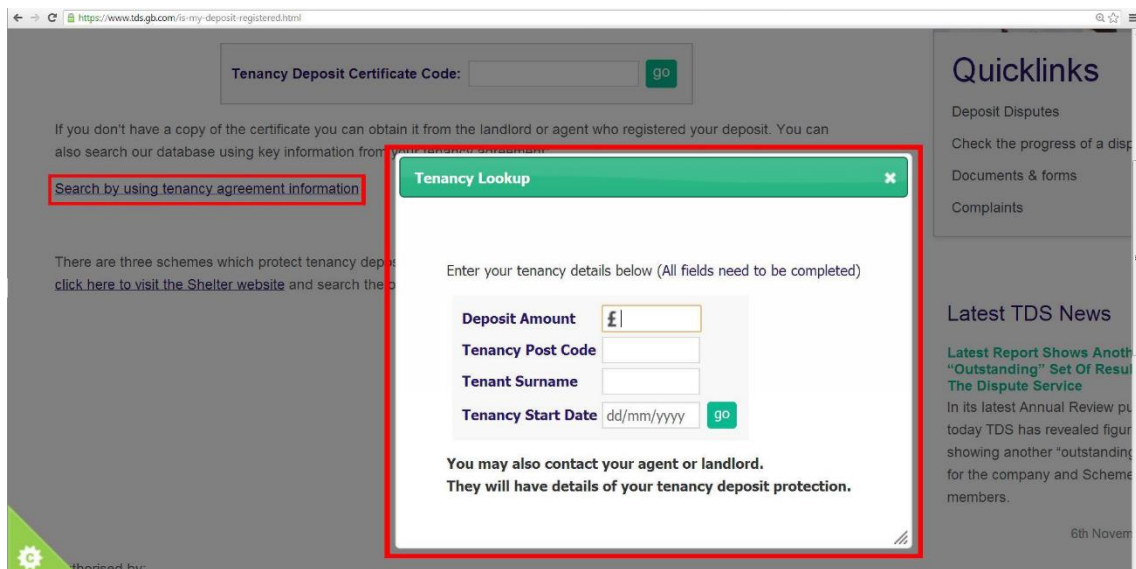
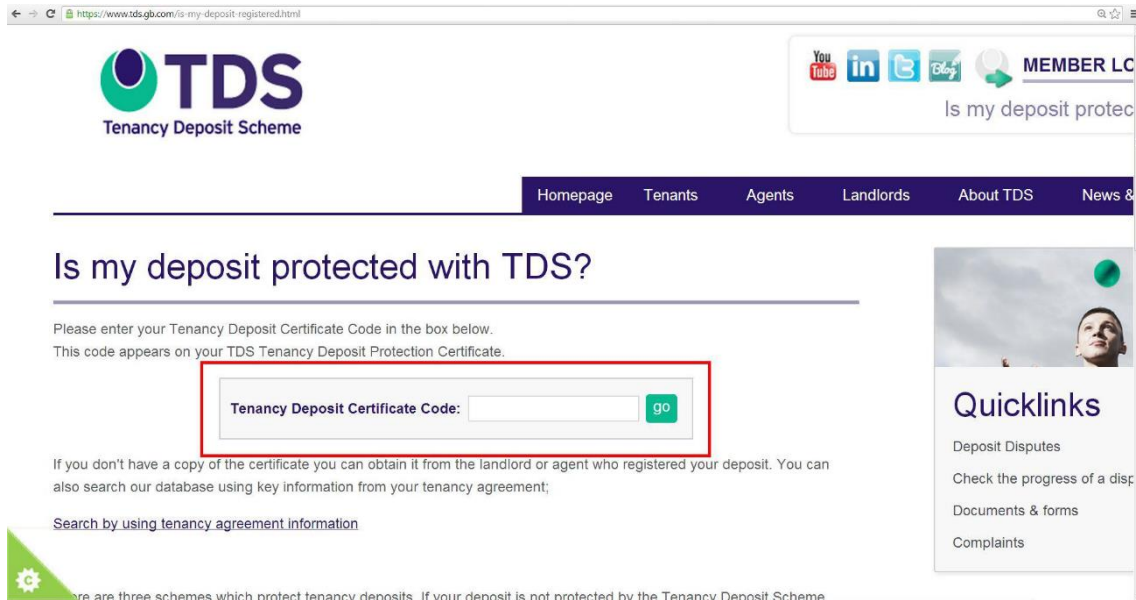
The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief.

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

The Tenant confirms by signing this document that the Landlord confirms that the information contained is accurate to the best of the Landlord's knowledge and belief.



Your deposit is registered with the Tenancy Deposit Scheme (TDS). To download a copy of your deposit protection certificate, please visit [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk) and enter the following details into the search form. Please be advised, it can take up to 30 days after payment for your deposit to be registered.



Deposit Amount:	
Tenancy Address:	
Tenant Surname:	
Tenancy Start Date:	

When you have logged in you will be able to download your tenancy code and a copy of the registration certificate.



# What is the Tenancy Deposit Scheme?

TDS Scheme Leaflet. 6th Edition, Revised April 2018



## What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants

### What is TDS?

The Dispute Service Ltd operates two tenancy deposit protection schemes, authorised by the government: Insured and Custodial. This leaflet deals with the Insured scheme only. There is a separate leaflet for TDS Custodial.

TDS has two main roles:

- To protect deposits;
- To help resolve disputes about deposits.

### What is tenancy deposit protection?

Tenancy deposit protection applies to all deposits for assured shorthold tenancies that started in England or Wales on or after 6 April 2007. By law, a landlord or agent who receives a deposit for such a tenancy must protect the deposit.

Most residential tenancies in the private rented sector are assured shorthold tenancies, with some exceptions. For example, a tenancy cannot be an assured shorthold tenancy if:

- the tenant is a company;
- the rent is more than £100,000 a year;
- the tenancy is for a holiday let; or
- a university or college rents the accommodation to its students.

### What does tenancy deposit protection mean?

Protecting a tenant's deposit with a government-authorised scheme such as TDS;

Providing the tenant with prescribed information about where their deposit is being protected and how it will be managed.

Tenancy deposit protection schemes can be one of two kinds:

**Custodial** – this is where the scheme itself holds the deposit during the tenancy.

**Insurance backed** – this is where the landlord or agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that the tenants will always get the money back to which they are entitled.

Each tenancy deposit scheme has its own rules setting out in detail how it operates.

**The TDS Rules are available from the TDS website and on request.**

### What are the legal requirements?

These are contained in sections 212 to 215 of, and Schedule 10 to, the Housing Act 2004 (as amended). Tenancy deposit protection applies to money received by a landlord or agent that is meant to be held as security in case a tenant does not comply with their obligations.

The landlord or agent must comply with the initial requirements of an authorised tenancy deposit protection scheme **within 30 days of receiving the deposit.**

To protect a deposit with TDS, the landlord or agent needs to:

- belong to the scheme;
- register the deposit on the TDS tenancy database;
- pay a membership subscription or deposit protection charge.

A TDS Member (landlord or agent) must also give the tenant 'prescribed information'. The information is set out in the Housing (Tenancy Deposits (Prescribed Information) Order 2007. It

must also be given to anyone who paid the deposit on the tenant's behalf.

The prescribed information includes:

- the contact details of the landlord and tenant
- the rented property's address
- the deposit amount
- this leaflet.

The landlord or agent must also specify which tenancy agreement clauses say how the deposit can be used.

Tenants must be given the opportunity to:

- check any document the landlord provides containing prescribed information; and
- sign it to confirm the information is accurate.

### **What if the landlord or agent does not comply?**

A landlord or agent should protect the deposit in an authorised scheme and provide the tenant (and any sponsor) with the prescribed information within 30 days of receiving the deposit.

If they don't do so, then the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to protect the deposit or repay it to the tenant. The court can also order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

A landlord who has not correctly protected a deposit cannot serve a notice to end the tenancy and regain possession of it under section 21 of the Housing Act 1988. The landlord can only serve such a 'section 21 notice' after the deposit has been repaid or after any court case about the deposit has ended.

A landlord who has not given the tenant prescribed information within 30 days must not issue a section 21 notice until the prescribed information has been given. If this takes place more than 30 days after the landlord or agent received the deposit, the tenant can still apply to court for compensation of between one and three times the deposit's value.

TDS cannot award compensation to tenants if a landlord or agent fails to comply with the law relating to tenancy deposit protection. This can only be dealt with by the courts.



### **Is my deposit protected?**

Tenants can check if their deposit is registered with TDS by visiting [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

If tenants have received a Tenancy Deposit Protection Certificate, they should enter the code number from that certificate. Alternatively they can enter their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

If a member informs TDS that the protection of a deposit should be ended, TDS will make reasonable efforts to inform the tenant before ending the protection.

If the tenancy has not ended, the tenant (or one of the joint tenants) can object to the ending of deposit protection by phoning the TDS customer contact center.

If the tenancy has ended and the tenant is not satisfied with the proposed split of the deposit, then the tenant can ask TDS to resolve the dispute within three months after the end of the tenancy.

### **What happens to the deposit after the landlord or agent receives it?**

The landlord or the agent will hold the deposit during the tenancy. The tenancy agreement should state who receives any interest it makes.

### **What happens to the deposit at the end of the tenancy?**

If there is no dispute about the return of the deposit at the end of the tenancy, the landlord or agent must pay the deposit to the tenant without delay, less any deductions that the tenant has agreed.

Who raises a dispute if there is no agreement about the deposit return? If there is a dispute about the return of the deposit or about proposed deductions, the parties should try to reach agreement without delay. Most disputes are resolved informally in this way. But if the deposit has not been returned to the tenant within 10 days of the tenant asking for it, the Housing Act 2004 allows the tenant to ask TDS to resolve the dispute.

### **If there is a dispute, what happens to the deposit?**

The landlord or agent can take a payment from the deposit if:

- both landlord and tenant have agreed; or
- the court has ordered the deposit to be paid; or
- TDS directs to send the money to TDS.

Once TDS has been asked to resolve a deposit dispute, the landlord or the agent must send the disputed amount to TDS. By this time, the landlord or agent should have paid the tenant any part of the deposit that is not an agreed deduction or in dispute.

If whoever is holding the deposit does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. This will not delay TDS in resolving the dispute.

If the deposit holder cannot pay the disputed amount, for example because it has become insolvent, TDS will arrange the adjudication, pay the tenant the amount awarded by the adjudicator and make a claim to its insurers.

The law requires TDS to guarantee only that the tenant receives the amount they are entitled to.

## How are disputes resolved?<sup>1</sup>

The tenant will ask TDS to resolve the dispute by going online at [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com) and completing a Dispute Application Form giving details of the dispute.

**The deposit holder must then send the disputed amount to TDS.** TDS will copy the dispute details to the agent or landlord who is to respond to the dispute and give them 10 working days to do so. The agent or landlord will need to confirm that they want TDS to resolve the dispute, and send in their evidence. After this the tenant will also be given 10 working days to respond to the agent's/landlord's evidence, and send in any evidence that they also wish the adjudicator to consider.

If all the parties agree to TDS resolving the dispute, TDS will appoint an impartial adjudicator to make a binding decision, normally within 28 days of receiving the parties' consent to resolving the dispute and receiving the evidence they wish to be considered. If landlords and agents do not reply, they are treated as consenting to TDS resolving the dispute. In all these cases, the adjudicator will normally make a decision within 28 days after the deadline for receipt of evidence.

Within a further 10 days or less of the adjudicator's decision, TDS will pay the amount due to each party. The adjudicator's decision will be based on the evidence sent to TDS – there will be no hearing or visit to the property.

The adjudicator's decision is final. There is no right of appeal to TDS or to the government department in charge of the tenancy deposit protection schemes.

Further details are set out in The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes at [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

## What if the landlord or tenant can't be contacted at the end of the tenancy?

TDS cannot resolve a dispute if it cannot contact the parties to get their consent to TDS being involved. In these circumstances, the deposit holder must do the following:

1. assess any damage, rent arrears and any other likely deductions from the deposit as they would normally do;
2. split the deposit, pay the party who is present the appropriate amount, and transfer the amount due to the absent tenant/landlord to a suitably chosen 'Client suspense (bank) account';
3. make a formal record of all actions taken, supported by appropriate documentation.

After enough time (usually at least six years) has passed from the last contact from the absent tenant/landlord, the deposit holder may then donate the absent party's share to a suitable registered charity – subject to a binding promise from the deposit holder that it would immediately pay from its own pocket any valid claim it later received from the beneficial or legal owner.

If the absent tenant/landlord returns within that time and seeks to dispute the allocation of the deposit, TDS may offer to adjudicate.

---

<sup>1</sup> If a Letting Agent or Landlord is using TDS DIRECT only the tenant can raise a dispute. Agents and landlords cannot raise a dispute if they are using TDS DIRECT. TDS may at its discretion allow an agent or landlord to raise a dispute, where this has been agreed in advance as part of that agent or landlord's membership of the scheme. Where this is the case, the agent/landlord will send in their evidence at the same time as completing a Dispute Application Form giving details of the dispute. After this the tenant will be given 10 working days to respond to the agent's/landlord's evidence, confirm that they want TDS to resolve the dispute, and send in any evidence that they also wish the adjudicator to consider.

### **Is adjudication better than going to court?**

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs.

Going to court takes time and can be expensive and stressful. If TDS protects a deposit and the dispute goes to court, the disputed amount must be sent to TDS. TDS will distribute the deposit once it receives a final court order showing what is to happen to the deposit. However if a tenant or landlord does not take their dispute to the County Court within 6 months of refusing consent for TDS to resolve the dispute, TDS may at its discretion return the disputed deposit it is holding to the other party who did not refuse consent.

TDS can only resolve a dispute if the deposit has been registered with TDS. If a deposit has not been registered, the parties will have to go to court if they cannot agree a settlement.

Sometimes landlords or tenants prefer to go to court. It might be better for a landlord to go to court if they have a big claim that is well above the deposit. It might be better for a tenant to go to court if they have a counterclaim – say if they had to pay for boiler repairs because the heating did not work for several weeks. TDS cannot deal with counterclaims.

Where TDS cannot accept a dispute for adjudication, TDS will notify any other party to the dispute that this has happened. The other party to the dispute may then choose to go to court or rely on the agent's judgment if the agent is holding the deposit.

### **What can TDS deal with?**

Using the TDS dispute resolution service is not compulsory. If either the landlord or tenant does not agree to use the service, one of them could choose to go to court.

TDS can only deal with disputes about the deposit itself, and cannot make awards that are for more than the disputed deposit. If a larger amount is disputed, you may need to go to court. TDS cannot deal with counterclaims by tenants – such as a claim for disrepair. If you are a tenant and you wish to bring a counterclaim against your landlord, you will need to go to court.

TDS cannot deal with disputes between individual tenants, or between landlords and their agents. TDS does not act as a regulator and cannot order changes in trading practices, close down businesses, or prosecute landlords or agents. However, it does try to raise standards in the private rented sector by educating tenants, landlords and agents about the cause of disputes and how to avoid them.

### **How much does it cost?**

TDS is funded by the membership subscriptions and deposit protection charges that letting agents and landlords pay. All these fees are on the TDS website. TDS makes no charge to tenants for protecting the deposit. There is no charge to landlords, tenants or agents for having a dispute resolved.

### **Who can join the Tenancy Deposit Scheme?**

The Tenancy Deposit Scheme is open to landlords and letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS Rules – to TDS before it decides whether they can be accepted as a member, and what their subscription will be.

## **Our guarantee of impartiality**

TDS is overseen by a Board, which is responsible for operating and financing the business. The Board, and the TDS management, have no role in resolving disputes and cannot intervene in decisions about disputes.

The scheme's Director of Dispute Resolution is responsible for resolving disputes. The most usual method for resolving a dispute through TDS is to use adjudication but the scheme may suggest negotiation, mediation or other methods. Adjudicators work fairly and impartially. All TDS adjudicators belong to the Chartered Institute of Arbitrators and comply with our Adjudicator Code of Conduct, which is available on the TDS website. The adjudicators make decisions without favour, based on the issues in dispute and the evidence provided.

TDS publishes breakdowns of awards in its Annual Reports. These give an overview of how awards are split between tenants, landlords and agents. You can see the adjudicators' decision-making guidelines and some example case studies at [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com)

## **Data protection**

TDS will not use landlords' or tenants' personal data for any purpose except to operate the scheme (this includes compiling statistical data) and resolve disputes.

From time to time, TDS may invite landlords or tenants to participate in surveys. If you do not wish to be contacted for survey purposes, please inform TDS by letter or email to the contact details given in this leaflet.

## **Contact details**

Tenancy Deposit Scheme operated by The Dispute Service Limited

1 The Progression Centre, 42 Mark Road, Hemel Hempstead, Herts, HP2 7DW

Tel: 0300 037 1000 Fax: 01442 253 193

Web: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com) Email: [deposits@tenancydepositscheme.com](mailto:deposits@tenancydepositscheme.com)



## Prescribed Information for Assured Shorthold Tenancies

The information below relates to a Relevant Person

First line of address of the property to which the tenancy relates

### (iv) CONTACT DETAILS

Name

Address

E mail address

Mobile number

---

Details of the Tenant(s) contact details to be used at the end of the tenancy

*(This section only needs to be completed for a tenant, **not** a relevant person)*

Name

Address

E mail address

Mobile number

Please provide the details requested for **each** tenant and **each** relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.



**Please sign where appropriate:**

I have read and understood the prescribed information as well as how my deposit will be handled and processed at the end of the tenancy.

Tenant:		Date:	
---------	--	-------	--

Guarantor (if applicable):		Date:	
----------------------------	--	-------	--

Agent:		Date:	
--------	--	-------	--



When you move in you will need to setup accounts with utility suppliers and broadband companies, the options are:

## Gas, Electric and Water

### Avoid Falling Out

From Pinnacle's tenant surveys, you've told us that after moving in, sorting bills out with housemates is one of the biggest issues and reason why you may fall out with each other. Using a company like Glide overcomes this for you.

### Advice

- Whatever option you go with, we recommend you submit quarterly meter readings to avoid unexpected large bills and check their fair usage policies.
- To keep your home warm set your thermostat to 19 degrees, and for a couple of hours in the morning, an hour around lunch time and three hours in the evening.



**Uswitch.com**

Setup a joint house account or individually be responsible for a utility supplier.

## Broadband



**Virginmedia.com**

Cable and fibre optic broadband and TV.



**Sky.com**

Broadband and satellite TV.



**BT.com**

Broadband and TV.

### Worth Knowing

Companies like Virgin Broadband do nine-month deals that are great for students, no need to pay over the summer.

### Avoid Panic

We recommend you get your broadband order in early. At peak times it can take a couple of weeks before they can connect. Two weeks without the internet is not a good thing.

## Information

To help setup your bills and broadband, we do pass on your contact details\* to Virgin who will contact you via phone, email, text and WhatsApp.

Remember, it is your choice which utility and broadband supplier you use, neither the Letting agent or Landlord can insist on who you choose to use.

\*As set out in the Tenancy Agreement

# Customer Enquiry Form



Please complete the following details (where necessary) for your customer and fax through to 0870 762 8643.

<b>Today's date:</b>			
<b>Customer's Personal Details</b>			
<b>Tenant(s):</b> Please indicate (circle) which tenant will act as the main point of contact.			
<b>Telephone/mobile:</b>			
<b>Installation address:</b>			
<b>When's the best time for us to call the customer back:</b>	Morning (9-12am) <input type="checkbox"/>	Afternoon (12-6pm) <input type="checkbox"/>	Evening (6-9pm) <input type="checkbox"/>
<b>What services is the customer interested in:</b>	TV <input type="checkbox"/>	Phone <input type="checkbox"/>	Broadband <input type="checkbox"/> Mobile <input type="checkbox"/>

<b>For letting/estate agents use only:</b>	What is the predicted date of the move?	Day	Month	Year
--	---	-----	-------	------

<b>Customer's Signature:</b>		<b>Today's Date:</b>	Day	Month	Year
------------------------------	--	----------------------	-----	-------	------

**Please Note: We may receive a commission from Virgin Media if your referral is successful**

## What happens next?

A member of the Virgin Media team will contact the customer by phone to talk through the best package for them. If they're interested in joining Virgin Media, we'll take their details and organise installation as well. (If they rent their property, in some cases we'll need their landlord's agreement as well).

<b>Agent's code/name:</b>	letmc-003
<b>Agent's Tel. No:</b>	029 2064 0200

<b>For Virgin Media Use Only</b>	
<b>Date Received:</b>	
<b>Action Taken:</b>	



# Bank Standing Order for: Tenant Name Here

This is an instruction from the tenant to their bank to pay money to the Beneficiary detailed below. This form should be completed and signed by the tenant and returned to the agent. The agent or the landlord will post this to the tenant's bank.

<b>To:</b> (Please insert full bank address including postcode)	
--	--

## Bank – Please Read

**PLEASE AMEND ANY EXISTING INSTRUCTION FROM THE NEXT PAYMENT WITH THIS REFERENCE AND DATE RANGE TO THIS BENEFICIARY (PLEASE ENSURE THAT THERE IS ONLY ONE ACTIVE STANDING ORDER)**

Account to be debited		Beneficiary details	
<b>Sort code:</b>		<b>Bank:</b>	Barclays Bank
		<b>Branch details:</b>	PO Box 69, CF10 1SG
<b>Account number:</b>		<b>Sort code:</b>	20-18-15
		<b>Account number:</b>	90991570
<b>Account name:</b> (Usually your name)		<b>Account name:</b>	Pinnacle Property (Cardiff) Ltd Clients Account
<b>Roll No.</b> (Building Societies only)		<b>Reference:</b>	
Bank - please reference each STO with the house reference			

Payment details
Payment of £1,000.00 per calendar month. First payment due 01/06/2019, last payment due 01/11/2019.

<b>Customer signature:</b>	
<b>Date:</b>	
<b>Customer contact telephone number(s):</b>	
<b>Customer address:</b>	