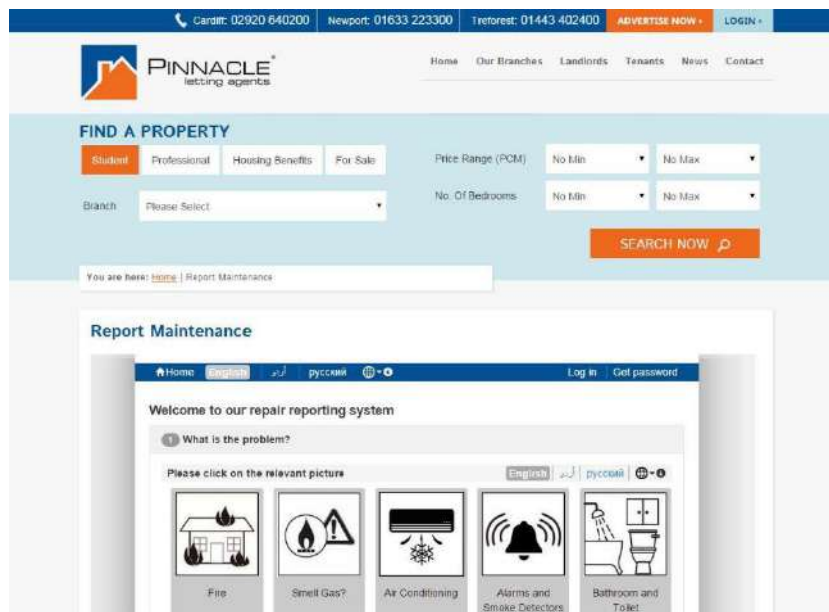


## Reporting Maintenance

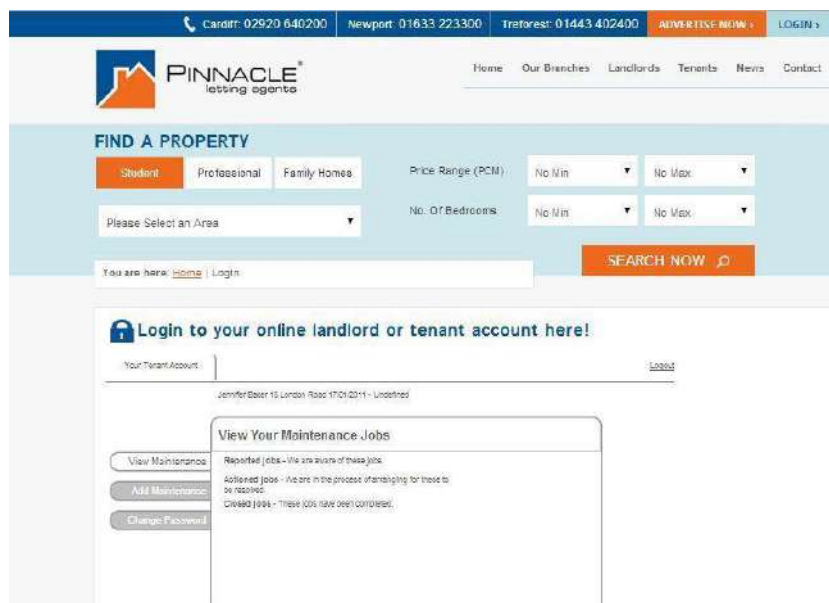
This property is managed by Pinnacle to report maintenance please:

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



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





<b>Date:</b>	Day	Month	Year
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<b>Property:</b>	[[PropertyAddress]]
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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 Serviced Accommodation & Lettings* 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 Serviced Accommodation & Lettings* as agent for the Landlord.

<b>Agent or Landlord Sign Here:</b>		<b>Date:</b>	
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<b>Tenant Sign Here:</b>	[[TenantSign.Name]]	<b>Date:</b>	
--------------------------	---------------------	--------------	--



For letting residential dwelling house at:	[[PropertyAddress]]
--	---------------------

**Tenancy Reference: [[TenancyRef]]**

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>	[[Landlord.Name]]; [[Landlord.Address.Address1]] [[Landlord.Address.Address2]] [[Landlord.Address.Address3]] [[Landlord.Address.Address4]] [[Landlord.Address.Postcode]]
<b>Telephone Number:</b>	[[Landlord.Mobile]]

**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>	[[Tenant.Name]]; [[Tenant.NoKAddress.Address1]] [[Tenant.NoKAddress.Address2]] [[Tenant.NoKAddress.Address3]] [[Tenant.NoKAddress.Address4]] [[Tenant.NoKAddress.Postcode]]	
<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>	[[PropertyAddress]]	
<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 [[TermMonths]] months commencing on [[StartDate]] and ending on [[FixedDate]]	
<b>Rent:</b>	<b>From:</b>	[[RentPeriodsList.RentPeriod.From]]
	<b>To:</b>	[[RentPeriodsList.RentPeriod.To]]
	<b>Total Rent per Rent Period:</b>	[[RentPeriodsList.RentPeriod.Rent]]
<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 [[Deposit]] to be paid by the Tenant and protected by the <i>Tenancy Deposit Scheme</i> (TDS). The deposits will be used to cover any losses suffered by the landlord as a result of any tenant breach within this AST.	



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> <ul style="list-style-type: none"> <li>a. <b>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.</li> <li>b. <b>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.</li> <li>c. <b>Replacement keys/lockout</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). If the tenant is locked out of the property due to misplacing, forgetting or losing keys or any other reason that is the tenant's fault then the tenant may be charged the cost of a new lock (if necessary) and/or the callout charge of a contractor to attend.</li> <li>d. <b>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.</li> <li>e. <b>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.</li> <li>f. <b>Rent-arrears charges</b> - There is no charge for the first 7 days that the tenant is in arrears. However, after the end of the period of seven days from due, 3% above Bank of England base rate may be charged.</li> </ul>
3.3	<p>To pay for the following services consumed on or supplied to the Property during the Term:</p> <p>[[TenantServicesLine.Name]]</p> <p>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.</p> <p><b>TDS Custodial</b>, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN</p> <p><a href="mailto:info@tenancydepositscheme.com">info@tenancydepositscheme.com</a> <a href="http://www.tenancydepositscheme.com">www.tenancydepositscheme.com</a></p>
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 pets 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	<p>To give the Landlord, on or after the fixed term, at least one calendar month's written notice in line with the rental due date and should expire the day before the next rental payment is due. To avoid confusion, one month's notice cannot be given within the fixed term of this Tenancy Agreement.</p> <p>Should the Tenant provide less than one month's notice the Landlord reserves the right to charge the full rent for the notice period.</p>
3.21	<p>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).</p>
3.22	<p>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.</p>
3.23	<p>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.</p>
3.24	<p>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.</p>
3.25	<p>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.</p>
3.26	<p>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.</p>
3.27	<p>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.</p>
3.28	<p>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.</p>
3.29	<p>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.</p>
3.30	<p>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.</p>
3.31	<p>To not keep bicycles inside the Property.</p>
3.32	<p>To not light or use any candles, joss sticks or similar in the Property.</p>
<b>4.0</b>	<p><b>The Landlord agrees with the Tenant as follows:</b></p>
4.1	<p>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.</p>



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: [[LandlordServicesLine.Name]]
<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. [[SpecialConditionList.Name]]

**SIGNED** by the Landlord or an authorised person of *Pinnacle Serviced Accommodation & Lettings* as agent for the Landlord.

<b>Agent or Landlord Sign Here:</b>		<b>Date:</b>	
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<b>Tenant Sign Here:</b>	[[Tenant.Name]]	<b>Date:</b>	
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**PINNACLE**<sup>®</sup>  
Serviced Accommodation & Lettings

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

## Your Deposit and Prescribed Information



ALMA



[enquiries@pinnacle-group.com](mailto:enquiries@pinnacle-group.com)  
[www.pinnacle-group.com](http://www.pinnacle-group.com)  
Registered in England & Wales  
Company Reg 3355056  
VAT No 752 9998 64





For letting residential dwelling house at:	[[PropertyAddress]]
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<b>Landlord Agent</b>	
<b>Address:</b>	Pinnacle Serviced Accommodation & Lettings, 30 Richmond Road, Cathays, Cardiff, CF24 3AS
<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>Name:</b>	[[Tenant.Name]]
<b>Telephone Number:</b>	[[Tenant.TenantMobilePhone]]
<b>Email:</b>	[[Tenant.Email]]
<b>Fax:</b>	[[Tenant.Fax]]
<b>Tenancy Deposit Scheme (TDS)</b>	
<b>Deposit:</b>	[[Deposit]]
<p>Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf (a Relevant Person) within 30 days of receiving the deposit. If there is a <b>relevant person</b> (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in relation to that person <b>must be provided for them</b>, as part of the Prescribed Information. <b><u>Use the continuation at the end of the agreement sheet for this purpose.</u></b></p> <p>Deductions may be made from the Deposit according to the clauses found in 1.0 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 1.8 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>
	<p>a. 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.</p>



	<p>b. If there is no dispute, either party will make a repayment request 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.</p> <p>c. The Tenant is not obliged to inform the Member but has 30 working days to respond to the proposal. 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.</p> <p>d. 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 (self-resolution period), there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.</p> <p>e. The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.</p>
1.1	In the custodial scheme, the landlord (or tenant) will apply to the Scheme to seek the repayment of the deposit. If the tenant agrees, the Scheme will repay the deposit in accordance with that agreement. If the parties disagree, then the matter may be referred to the dispute resolution mechanism and an adjudicator will decide how the deposit should be repaid.
1.2	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.
1.3	The Tenant can instigate a dispute by disputing the Agent proposal via their online TDS account and either agreeing to the TDS free dispute resolution process or by opting for an alternative resolution process. Alternatively the tenant can contact TDS directly using the details provided in this Prescribed Information document.
1.4	Any amounts which have been agreed by the parties for release will be paid directly from TDS after the deposit has gone through a 10-day period of self-resolution. The tenant will be responsible for providing TDS with their own Bank Account information.
1.5	TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.
1.6	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.
1.7	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.
1.8	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 TDS.



2.2	Any Interest is retained by TDS.
2.3	<p>The Deposit has been taken for the following purposes:</p> <ol style="list-style-type: none"> <li>a. 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.</li> <li>b. 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.</li> <li>c. 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.</li> <li>d. 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.</li> </ol>
2.4	<p>Protection of the Deposit:</p> <p>The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:</p> <p>The Dispute Service Ltd, PO Box 613, Eastleigh, SO50 0JJ</p> <p>Phone 0845 226 7837</p> <p>Email <a href="mailto:deposits@tds.gb.com">deposits@tds.gb.com</a></p> <p>Fax 01494 431 123</p>

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.

**Please read the following and 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.

<b>Tenant:</b>	[[Tenant.Name]]	<b>Date:</b>	
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<b>Guarantor (if applicable):</b>	[[TenantAndGuarantor.GuarantorName]]	<b>Date:</b>	
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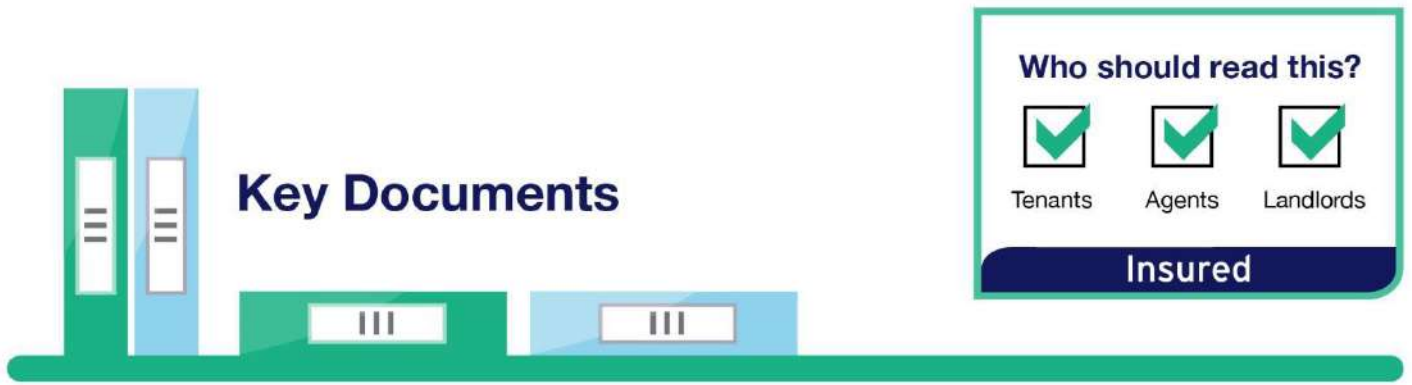
<b>Agent:</b>		<b>Date:</b>	
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Your deposit is registered with the Tenancy Deposit Scheme (TDS). To download a copy of your deposit protection certificate, please visit [www.tenancydepositscheme.co.uk](http://www.tenancydepositscheme.co.uk) to log into your TDS account. If TDS have an email address registered against your account, you will receive a link to set a password so that you have access to your account. If they do not have an email address, they will contact you by post to encourage you to provide an email address so that you can access your account. Once you have logged into your account, the Certificate can be downloaded. If you forget your login details, there is a "Forgotten Password" option on their website. Please be advised, that the agent has 30 days to protect a deposit from the date it has been received.

<b>Deposit Amount:</b>	[[Deposit]]
<b>Tenancy Address:</b>	[[PropertyAddress]]
<b>Tenant Surname:</b>	[[Tenant.Name]]
<b>Tenancy Start Date:</b>	[[StartDate]]

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



# What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants



TDS Custodial is a Tenancy Deposit Protection Scheme run by The Dispute Service Ltd. It is authorised by the government to hold tenancy deposits until repayment is requested when the tenancy ends.

### What is tenancy deposit protection?

By law, a landlord or agent who receives a deposit for an assured shorthold tenancy that started in England or Wales on or after 6th April 2007 must protect the deposit with a tenancy deposit scheme.

The landlord or agent has two duties under the legislation, both of which should be done within 30 calendar days of receiving the deposit:

- To protect the deposit with a government-authorised scheme.
- To provide the tenant (and any relevant person) with prescribed information about where their deposit is being protected and how it will be managed.

### How does it work?

Tenancy deposit protection schemes can be one of two kinds:

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

**Insured** – 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 tenants will always get back the money to which they are entitled.

### Is my deposit protected?

Tenants can check if their deposit is registered with TDS Custodial by visiting <http://www.tenancydepositscheme.com> and entering their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

### How much does it cost?

TDS Custodial is free to use - we are funded by the interest received on the deposit during the tenancy. There is no charge to landlords, tenants or agents for having a dispute resolved.

### What if the landlord does not comply?

If the landlord or agent does not protect the deposit or provide the prescribed information within 30 calendar days of receiving the deposit, 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 pay the tenant compensation of between one and three times the deposit's value.

Non-compliance can also affect the landlord's ability to serve notice to end the tenancy and regain possession under section 21 of the Housing Act 1988.

TDS Custodial 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.

### What will you receive?

Within 30 calendar days of the start of the tenancy the landlord must provide the tenant with:

- The prescribed information (which includes, but is not limited to, the address of the property, amount of deposit and the circumstances in which deductions can be made from it)
- A copy of this leaflet

After the deposit is lodged with the scheme, TDS Custodial will provide the tenant and landlord with:

- A deposit protection certificate
- Access details for your online account

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

Either the landlord or tenant can start the repayment process following the end of the tenancy. Once TDS Custodial receives a request for repayment, it will notify the other party of the request and invite them to respond within 30 working days to say whether they agree or disagree.

If the other party responds saying that they agree to the repayment, the deposit will be repaid as per that agreement within 10 calendar days.

If the other party responds saying that they do **not** agree to the repayment request, they can ask for the dispute to be resolved by our dispute resolution process.

### **How does the dispute resolution process work?**

TDS Custodial will invite the landlord to set out their claim and provide supporting documentation such as the tenancy agreement, check-in/check-out reports, invoices and quotations. We will then invite the tenant to view the landlord's evidence and respond to it, with the opportunity to submit their own supporting documentation. Each party has 14 calendar days to submit their evidence, in turn.

After the evidence gathering process is complete, the case will be sent to one of our independent adjudicators who will reach a binding decision within 28 calendar days. TDS Custodial will repay the deposit per the adjudicator's decision within a further 10 calendar days.

### **What if I don't agree with the outcome?**

The adjudicator's decision will be based only on the evidence sent to TDS Custodial – there will be no hearing or visit to the property. The adjudicator's decision is final. There is no right of appeal to TDS Custodial or to the government department in charge of the tenancy deposit protection schemes.

### **What if the other party doesn't respond to my repayment request?**

If the other party does not respond within 30 working days, the party requesting repayment must complete a statutory declaration before TDS Custodial can repay the deposit.

The statutory declaration is a sworn legal document confirming that the other party cannot be contacted, and confirms any claims made on the deposit and the amounts to be repaid to each party.

TDS Custodial provides a simple template to use for this process. Further guidance on this is available on our website or from our customer contact centre.

### **Top tips to remember**

To help us repay your deposit quickly and smoothly to you at the end of the tenancy:

- Keep your contact details up to date - if we have your current email address, we will be able to notify you immediately of anything relating to the deposit.
- Avoid using a work or university email address as these may change or expire during the tenancy.
- Add our email address to your safe senders list - [info@tenancydepositscheme.com](mailto:info@tenancydepositscheme.com) - to ensure our emails do not go to your junk folder.
- We will need your bank details to repay the deposit at the end of the tenancy. You can add these in your online account.
- You must attempt to resolve any dispute over the deposit repayment prior to referring the dispute to TDS Custodial's dispute resolution service. Communication is key to avoiding a dispute.

#### What disputes can TDS Custodial deal with?

- ✓ TDS Custodial can only handle disputes relating to the deposit.
- ✗ The adjudicator cannot make an award for more than the disputed deposit. If a larger amount is disputed, you may need to go to court.
- ✗ We cannot deal with counterclaims by tenants, such as a claim for disrepair. If you are a tenant and wish to bring a counterclaim against your landlord, you will need to go to court.
- ✗ TDS Custodial cannot deal with disputes between individual tenants, or between landlords and their agents.

Using the dispute resolution mechanism is not compulsory. Either party may choose to go to court instead. The court order must be sent to TDS Custodial when the outcome is known so that the deposit can be released in accordance with the order. It is essential that the order relates to the deposit and directs TDS Custodial how the deposit should be split.

The requesting party must send the sworn statutory declaration and related documentation to TDS Custodial who will send it to the other party and give them the opportunity to respond within 14 calendar days. If the other party does not respond to the statutory declaration, TDS will repay the requested amount of the deposit within 10 calendar days.

Should the other party respond to the scheme to say that they do not agree to the repayment request, they can ask for the dispute to be resolved through the TDS Custodial dispute resolution process. The parties should, in the first instance, attempt to resolve the dispute directly with each other.

#### 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)





Tick **one** of the following:

The information below relates to a Tenant:	
The information below relates to a Relevant Person:	

<b>First line of address of the property to which the tenancy relates:</b>	[[PropertyAddress]]
--	---------------------

## 4.0 CONTACT DETAILS

<b>Name:</b>	
<b>Address:</b>	
<b>Email address:</b>	
<b>Mobile number:</b>	
<b>Fax number:</b>	

**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)*

<b>Name:</b>			
<b>Address:</b>			
<b>Email address:</b>		<b>Tick if the same as shown above:</b>	
<b>Mobile number:</b>		<b>Tick if the same as shown above:</b>	
<b>Fax number:</b>		<b>Tick if the same as shown above:</b>	

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.



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

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

[[ShowPaymentForms]:Equal('True'):collapse:hide][[ShowPaymentFormSTO]:Equal('True'):collapse:hide]

**BANK STANDING ORDER MANDATE –**

**[[StandingOrderMandate.Tenant.Name]]**

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.

**To: (Please insert full bank address including POSTCODE)**

[[StandingOrderMandate.Tenant.Bank.Name]]  
[[StandingOrderMandate.Tenant.Bank.Address.Address1]]  
[[StandingOrderMandate.Tenant.Bank.Address.Address2]]  
[[StandingOrderMandate.Tenant.Bank.Address.Address3]]  
[[StandingOrderMandate.Tenant.Bank.Address.Address4]]  
[[StandingOrderMandate.Tenant.Bank.Address.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)**

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**ACCOUNT TO BE DEBITED**

SORT CODE: [[StandingOrderMandate.Tenant.Bank.SortCode]]  
ACCOUNT NUMBER: [[StandingOrderMandate.Tenant.Bank.AccountNum]]  
ACCOUNT NAME: [[StandingOrderMandate.Tenant.Bank.AccountName]]  
ROLL NO: (Building Societies ONLY)

**BENEFICIARY DETAILS**

BANK: [[StandingOrderMandate.Beneficiary.Bank.Name]]  
BRANCH DETAILS: [[StandingOrderMandate.Beneficiary.Bank.Address.Address1]],  
[[StandingOrderMandate.Beneficiary.Bank.Address.Postcode]]  
SORT CODE: [[StandingOrderMandate.Beneficiary.Bank.SortCode]]  
ACCOUNT NUMBER: [[StandingOrderMandate.Beneficiary.Bank.AccountNum]]  
ACCOUNT NAME: [[StandingOrderMandate.Beneficiary.Bank.AccountName]]

**REFERENCE:**

[[StandingOrderMandate.Property.HouseNumber]] [[StandingOrderMandate.Property.Street]]

**Bank - please reference each STO with the house reference**

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**PAYMENT DETAILS**

[[StandingOrderMandate.PaymentDetailsList.PaymentDetailsListItem]]

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<b>Customer Signature:</b>	X
<b>Date:</b>	
<b>Customer Contact Telephone Number(s):</b>	[[StandingOrderMandate.Tenant.MobilePhone]]