


Your TDS guide to:



 0300 037 1000

 www.tenancydepositscheme.com

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

Moving out: Handy guide to getting your deposit back quickly



Introduction

This guidance has been produced by TDS to help our tenants understand what happens to the deposit at the end of a tenancy. In the event that there is a disagreement between you and the landlord which we cannot help you resolve, you can refer the dispute to TDS.

This leaflet also explains TDS' role in resolving disputes and the sort of issues they can/cannot consider. You can find more extensive guidance on the TDS website at www.tenancydepositscheme.com

Who holds the deposit?

Although your deposit has been protected with TDS, it is likely to be held during the tenancy by us as agents, unless your deposit is protected in TDS' custodial scheme.

When the tenancy comes to an end we will speak to you and the landlord about the return of the deposit and any issues with the property. To make sure that you get some or all of the deposit back as quickly as possible, it is important that you respond to our calls or communications. We find that in the overwhelming majority of cases we can help you reach a satisfactory agreement with your landlord and we can pay the deposit quickly.



It is important that you respond promptly to communications about the deposit at the end of the tenancy. This is best channelled through one lead tenant if you are party to a joint tenancy.

This will allow us to help you and the landlord reach a satisfactory outcome and we can then pay the deposit to you as you have agreed.

Occasionally we find that there is a disagreement about what is to happen with some or all of the deposit. Because your deposit has been protected with TDS, you have access to a free service to help resolve any dispute about the deposit at the end of the tenancy. Although the service is free and easy to use, bear the following in mind:

- TDS is a 'last resort' option which means you need to show that you have tried to resolve the disagreement with your agent/landlord first;
- TDS does not generally accept disputes raised more than 3 months after the end of the tenancy;
- Asking TDS to resolve your dispute will delay the return of your deposit;
- If there is more than one tenant in the property, TDS will only deal with one of you in the dispute;
- TDS can only resolve the issue of the deposit, not other matters;
- TDS' decision is final and binding on the parties. You cannot appeal against the outcome.

TDS will not automatically accept a dispute for resolution – **you need to be able to show you have tried to resolve it first.**

What TDS does

TDS has a team of experienced adjudicators who will make a decision about your dispute based on the evidence sent to them by the agent/landlord and tenant(s).

TDS allows you, the agent or the landlord to raise a dispute. The agent/landlord will be asked to provide their evidence first so you can understand the deductions they are claiming and the documents they have to justify their case.

You will be asked to look at that evidence and respond to it with evidence of your own. The adjudicator will make a decision based on the documents – they won't contact you or generally ask for more information.

Depending on who raises the dispute, it can take 6-8 weeks to conclude the case and receive payment. This is why it is better to try to reach an agreement first.



You need to be prepared to submit evidence of your case to TDS when asked. It can take 6-8 weeks for TDS to deal with the dispute, which is why it is better to try to resolve it directly.

What will TDS be looking at?

TDS' role is to focus on claims made against the deposit by an agent or landlord. Claims tend to be about the following issues:

- Cleaning
- Gardening
- Damage
- Rent.
- Redecoration

Sometimes tenants raise issues in their evidence which an adjudicator is unable to take into account because they are not directly relevant to the claim against the deposit. These issues typically fall into the following categories:

- Compensation for late protection of a deposit
- Issues concerning the conduct of an agent or landlord
- Attempts by the tenant to 'set-off' items against the agent or landlord's claim
- Counterclaims by a tenant
- Disagreements between tenants.



What is a counterclaim or a claim for set-off?

A tenant may feel that the landlord owes them compensation because, for example, items of their property were damaged during the tenancy. When the landlord makes a claim against the deposit, the tenant also wants to make a claim for that damage. The point to understand here is that the deposit is the tenant's money and it is available to cover breaches of the tenancy agreement by the tenant. It would be illogical for the tenant to try to make a claim against their own deposit. **The proper course of action is to pursue any claims for compensation against the landlord as a separate issue via another route, not TDS.**

Claims for set-off operate in a similar way. They typically arise in relation to claims for outstanding rent. The tenant is likely to acknowledge that rent was not paid in full, but seek to offset an issue of concern to them against that liability – perhaps that the heating was not working for a period. Again, the tenant may have a legitimate grievance, but it is not one that can be dealt with by the adjudicator.

If, as a tenant, you have significant counterclaim or set-off issues and you wish these to be dealt with along with the deposit, we suggest you consider going to court rather than asking TDS to deal with the dispute.

TDS cannot look at certain issues which may be of concern to you as a tenant. You can still pursue your concerns with the landlord, or you might want a court to deal with all the issues together.