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A3 Countrywide
Deposit
Frequently Asked Questions
Handbook.

Objective of this handbook.

The deposit recovery process is an area that is complex and deadline driven. It is because there are various stakeholders involved that make in a challenging process. We have set out in this handbook answers to various questions raised over the past few years since the change to legislation. The aim is to inform and help all the stakeholders in the process so that disputes are negated and the deposit is repaid as quickly as possible.

At A3Countrywide we have introduced two methods of deposit recovery – Deposit Offset & Deposit Retrieval. We have set out in the handbook the methods that we employ to recover these deposits due to the legal position of both principals to the tenancy contract. The handbook helps to explain what is expected of landlords and tenants alike.

This by no means is a complete FAQ to the various complex issues that arise in the recovery of a deposit, however we hope that it will answer the fundamental questions which cause concerns at the final stage of the alternative accommodation claim journey.

Useful websites for deposit information.

Source - <http://www.mydeposits.co.uk/letting-agents/resources-and-guides/documents>

Source - <http://www.mydeposits.co.uk/tenants/faqs>

Source - <http://piglord.com/?gclid=CNHhs9mcjsMCFQMYwwodnzYAeA>

Source - <http://www.simplyrent.co.uk/tntfaq.htm/#Q7>

Source - <http://www.depositadvisoryservice.com/claim.html>

Source - <http://www.rightmove.co.uk/news/articles/rightmove-news/lets-with-pets>

Source - <http://legalservice.which.co.uk/home-property/tenancy/case-studies/landlord-threatened-to-keep-deposit.aspx>

Source - <http://www.thisismoney.co.uk/money/mortgageshome/article-2282789/Were-stuck-fighting-125-charge-cleaning-Tenancy-deposit-scheme-return-delays-dispute-charges.html>

Source <http://www.mydeposits.co.uk/sites/default/files/mydep%20DDD%20ADR%20Guide.pdf>

Source http://england.shelter.org.uk/get_advice/tenancy_deposits/getting_your_deposit_back/return_of_a_tenancy_deposit_when_a_tenancy_ends

Information for Landlords & Letting Agents

[Guidance on the implications of the Court of Appeal Judgment](#)

A Joint Guidance Document from the four deposit schemes presenting a shared understanding of the position and of the deposit protection options available to landlords and lettings agents.


[Industry Organisation's Briefing - Likely Implications of the Judgement Case](#)

A separate joint briefing document from the leading industry bodies (including the National Landlords Association) on the wider implications of the Superstrike judgement, and the options for landlords and agents.

[Conditions of Deposit Disputes](#)

A new document designed to guide Members and Tenants through the dispute process.

[Information for Tenants Leaflet](#)

This document, together with the Deposit Protection Certificate  produced when you protect a deposit are what you should pass to your tenant once the deposit is protected. This latest version of the leaflet has been updated to make it easier for your tenants to read and easier for you to pass on as part of your legal obligations.

[Prescribed Information](#)

Information you are required to pass on to the tenant(s) and any interested party about the protected deposit.

[The ins and outs of inventories; a guide for landlords, agents and tenants](#)

Teaming up with property industry experts across the UK we have developed an informative guide to help you ensure that your inventory maintains a high standard at the beginning of the tenancy. The guide covers what an inventory should include, key areas around the property, insider tips, and advice for how to avoid a dispute with your tenants.

[How to claim for: Cleaning charges](#)

Part of our new 'How to Claim for' series, we provide insight into how to claim for common causes of deposit disputes, including the type of documentation you should submit as evidence and the key considerations for an adjudicator.

[How to claim for: Damages and redecoration](#)

The second in the how to claim for series looks at the type of evidence you should submit to an adjudicator in the event of a dispute over damages and redecoration.

[A guide to negotiation](#)

At the end of the tenancy we advise agents to discuss any issues regarding deposit deductions as soon as possible with the tenant or their appointed facilitator. This guide outlines our recommendations on how to approach discussions and offers tips for ensuring smooth negotiations.

[An Adjudicator's Glossary of Terms](#)

This document provides an explanation of legal terms commonly used by an adjudicator when dealing with a dispute, such as **'balance of probabilities'** and **'burden of proof'**.

[Our advice for check in and check out](#)

We have put together a quick guide with our advice for conducting a check in at the beginning of the tenancy, and some tips for the check out process.

[Important changes to TDP legislation in 2012](#)

This document explains how the Localism Bill affects the way you protect your tenant's deposits from April 2012.

[Wear and Tear Guide for Letting Agents](#)

Nine key pointers from mydeposits to help agents decide what is and what is not, fair wear and tear.

[Your Guide to deposits, disputes and damages](#)

This guide provides transparent and consistent approach to dispute resolution and was co-written by the three deposit protection schemes. Grant Shapps MP, Minister for Housing and Local government recently praised the Guide in a Parliamentary question.

[Deposit Protection in Scotland](#)

Important information for agents who take a deposit for tenancies in Scotland.

Deposits Frequently Asked Questions.

Q1. What is tenancy deposit protection?

A. Mandatory tenancy deposit protection was introduced on 6 April 2007. The law was introduced to ensure that tenants are able to recover their deposit from their landlord or letting agent at the end of the tenancy, less any amount that the landlord/agent is entitled to withhold.

The legislation covers all deposits taken on Assured Short-hold Tenancies (AST's) in England and Wales. All deposits taken after 6 April 2007 on an AST must now be protected by one of the government-authorised deposit protection schemes.

Q2. What are the different types of tenancy deposit protection schemes?

A. There are three government authorised deposit protection schemes, two insurance based schemes and one custodial model.

Custodial

The landlord must hand over the tenant's deposit money to the custodial scheme to hold for the duration of the tenancy. The custodial scheme retains any interest earned on the deposit for that time. When the tenancy ends, both the landlord and the tenant must apply for the release of the deposit in the proportion agreed between them.

Insurance-Based

The landlord keeps hold of the tenant's deposit and pays a fee to protect it.

At the end of the tenancy the landlord is free to discuss and agree the amount of deposit to be returned, without involving the scheme.

All three schemes offer a free dispute resolution service if the landlord and tenant cannot agree over the amount of deposit to be returned at the end of the tenancy.

Q3. Who are my|deposits?

A. In April 2007 the Government appointed my|deposits to operate an Insurance-based Tenancy Deposit Protection Scheme.

my|deposits is jointly owned by the Hamilton Fraser Insurance (HFIS plc) and the National Landlords Association (NLA).

Q4. How do my|deposits protect deposits?

A. Once a Landlord has joined my|deposits they can protect a deposit by paying a deposit protection fee to formally protect each deposit. Once purchased, the member is provided with a Deposit Protection Certificate (DPC) as proof of protection to pass to their tenant.

Q5. Who can join my|deposits?

A. Any Landlord who is resident and domiciled in the United Kingdom (excluding the Isle of Man) can apply.

Q6. What are the penalties to a landlord for failing to protect a deposit?

A. The Landlord will be unable to regain possession of the property by notice-only grounds for possession under Section 21 of the Housing Act 1988.

The Tenant can apply for a Court Order requiring the deposit to be protected, and for the Prescribed Information to be given to him/her. If the Court is satisfied that the Landlord has failed to comply, the court must either:

Order the Landlord to repay the deposit to the Tenant within 14 days of the issuing of the Court Order, or Order the Landlord to pay the deposit into the designated account held by the Custodial Scheme Administrator. The Court may also order the Landlord to pay the Tenant an amount equivalent to three times the deposit amount within 14 days of the making of the Order. The Court is likely to also award costs against the Landlord.

Q7. How do I find out if my deposit is protected?

A. Your landlord should provide you with a Deposit Protection Certificate (DPC) as proof of protection within 30 days. You can check if your deposit has been protected with my|deposits using our Deposit Checker, by phone on 0844 980 0290 [8.30am to 6.30pm Monday-Friday] or email customerservices@mydeposits.co.uk - you will need to provide us with the property address (including postcode), fixed term dates and a list of all the named tenants as per the AST agreement. If your deposit is not protected with my|deposits your Landlord may have protected it with another deposit protection scheme:

The Dispute Service 0845 226 7837 www.thedisputeservice.co.uk The Deposit Protection Service 0844 4727 000 www.depositprotection.com

Please note that for data protection purposes, we will not send you confirmation of your deposit protection. You should speak to your landlord or letting agent for confirmation.

Q8. What information is provided on the Deposit Protection Certificate?

A. When your landlord protects the deposit they must provide the following details:
Landlord/Agent Name, Address, Contact Number, Fax/Email details

- Deposit Amount
- Date Deposit Taken
- Start Date of Tenancy
- Earliest Contractual End Date and Actual End Date of Tenancy
- Name of Tenants
- Date Deposit was Protected
- Alternative Address, Contact Telephone Number and/or email for Tenant

These details form the Deposit Protection Certificate. Your Landlord must give you a signed copy of the DPC. You should check that all the information and details are correct and then sign it. You need to inform your Landlord if any details are incorrect.

Q9. Why do you need an Alternative Address?

A. By law we need to write to you at the end of the tenancy to inform you that your landlord has unprotected your deposit. An alternative address could be:-

- Parent
- Guardian
- Relative
- Close Friend
- Employer
- Bank
- Solicitor
- University
- College

Q10. If a third party pays the deposit on your behalf, does the deposit still need protecting?

A. Yes. All persons/parties who contribute to the deposit should have their names endorsed on the DPC. We need their names, contact details and company/organisation details (if applicable). It is the landlord's responsibility to provide these details.

Q11. Can my landlord charge me for the cost of protecting my deposit?

A. There is nothing stopping the landlord from passing the costs onto you, although it is not considered to be in the spirit of the legislation

Q12. I was asked by my landlord to provide a holding deposit so I could secure the property. Does it need to be protected?

A. Landlords sometimes ask prospective tenants to pay a holding deposit to ensure they are committed and serious to renting the property.

In the event of deal falling through the Landlord may decide to keep the holding deposit to compensate for any inconvenience caused. Holding deposits do not have to be protected in a deposit protection scheme. However, if the holding deposit is then used as all or part of the deposit when the tenancy agreement is signed it must be protected.

Q13. When must the Landlord return all or part of the deposit?

A. **Within 10 days of the end of the AST and after you have moved out of the property.** The Landlord cannot simply retain the deposit or any part of it without giving explicit and clear written reasons for doing so. You should speak to your landlord to find out their intentions.

Q14. What are the implications if I have not paid all my rent?

A. You cannot raise a dispute over the deposit until you have resolved any issues over missing rent payments or calculating rent. You must fulfil your obligations under the terms of your AST.

Q15. What organisations can offer me help?

A. Shelter, Deposit Advisory Service, Piglord, or the Citizens' Advice Bureau can provide you with assistance and advice. See website addresses on page 1.

Q16. I agree the landlord can deduct some of my deposit, but not that much. Can I dispute this?

A. Speak to your Landlord and explain why you feel the amount is unreasonable. It is advisable to put your argument into writing. Where possible give alternative costing for repair or replacement or an alternative quote for works to be undertaken.

Q17. Should my landlord charge me less if they intend to do the repair work themselves?

A. The landlord can charge a suitable, commercial rate for any work carried out. If you think it's unreasonable you may seek alternative quotes, however the Landlord does not have to instruct the alternative that you find. If the Landlord refuses to consider your alternative or adjust the deduction accordingly, ask for a written explanation.

Q18. My Landlord has provided invoices/quotations for replacement goods "as new" following damage or destruction that I have caused. Do I have to pay the full amount?

A. You should read your AST contract, as it may state that you must pay full price for replacements. However, if the damage has been subject to fair wear and tear, it may be reasonable to take that into consideration.

Q19. My Landlord has quoted me a replacement price for the damaged/missing items. Can I dispute the amount charged by the landlord if I can find cheaper, or if the item is not replaced?

A. What is important is that the amount the Landlord asked for is reasonable and justifiable. It is not part of the dispute process to decide what the Landlord does with the amount.

Q20. I have paid for cleaning /repairs to be undertaken, however the Landlord is not happy with the results. What happens?

A. The Landlord can reasonably expect cleaning or repairs to return the property to the same state at the start of the tenancy. You should ask the landlord to justify any objections to you directly. It is advisable to take dated photographs, before and after, to keep receipts and guarantees and any other evidence you have.

Q21. What if the Landlord wants to claim for more than the amount of the deposit?

A. The landlord is unable to raise a dispute with my deposits for amounts greater than the deposit. The Landlord can take additional action against you by means of court action.

Q22. What is an inventory?

A. An inventory is an itemised list and condition of the contents at the property. It may contain indicative values. It should include all furniture included by the Landlord as part of the furnishings, but it should also point out the condition of the walls, curtains, carpets, bathroom, kitchen appliances, garden and property.

It should be signed by you as an accurate representation of the property at the start of the tenancy. If there are any amendments to the inventory during your tenancy they should be recorded and agreed **by both parties**.

Q23. My Landlord did not undertake an initial inspection and/or produce an inventory when I moved in. How do I produce the evidence?

A. The dispute process relies on clear evidence to assess the proof of the landlord's deduction. If an initial inspection or inventory has not been produced this could weaken the Landlord's position. However it is your responsibility as tenant to point out damage to the Landlord and not to do so may constitute negligence or deceit on your part, whether you were responsible or not. If a Landlord does inspect, make sure you do also and support your inspection with your own inventory and photographs. Get the schedule inventory signed by an independent witness if your Landlord refuses to do so.

Q24. Can I make my Landlord conduct an exit inspection prior to my leaving?

A. No, but it will weaken their position if there is a dispute. If the Landlord does not arrange an inspection, you can do your own; again it is advisable to back this up with photographs.

Q25. Can my Landlord charge me for the exit inspection and withhold it from my deposit?

A. A Landlord can charge for an exit inspection. However this charge should be stipulated in your AST and the amount agreed in advance. Many Landlords use an independent Inventory Services for both check-in and check-out inspections. Whilst this incurs a charge, it does hopefully ensure a reliable measure for resolving disputes. **The cost of inventory clerks must be shared equally by the tenant and landlord**

Q26. Can my Landlord my deposit to cover outstanding utility bills?

A. You should read the terms of the AST Agreement. In most cases the responsibility for utility bills is with the Tenant. At the end of the tenancy a Landlord should arrange for a final reading of utility meter and for a final bill to be sent to the Tenant. If there are arrears on the bill then the utility companies should pursue the Tenant for the amount outstanding. In the case of the Landlord being responsible for the payment of the utility bills, the cost of these will be reflected in the rental payment. There may be provisions in your AST as to what happens in case of excessive charges.

Q27. Can my Landlord withhold my deposit for outstanding Council Tax?

A.No. You are liable for the Council Tax bill, as your Landlord will have informed the Council that you are residing in the property as a Tenant. Each Tenant in the property is jointly and severally responsible for the Council Tax liability.

Q28. If I ask for my dispute to be referred to the mydeposits dispute resolution can the Adjudicator decide if the amount of deposit withheld was insufficient?

A. No. The ADR process will only adjudicate on the amount of the deposit in dispute. If therefore the Landlord withheld half the amount of the deposit, that is the maximum that can be awarded to the Landlord.

Q29. If I ask for the dispute to be referred to dispute resolution but the Landlord does not want to proceed to use it, what happens?

A. The Landlord must still send us the amount of the disputed deposit for safekeeping. The only way the dispute can be resolved is by a Court. Once a Court Order is made, either you or the Landlord should send the sealed Order to us and we will apportion the deposit appropriately.

Q30. What happens if the Landlord refuses to lodge the disputed deposit amount with mydeposits?

A. This is a matter for us to resolve with the Landlord. We will ensure that you are paid any part of the deposit to which you are entitled either through our dispute resolution or if you obtain a Court Order.

Q31. I am returning overseas immediately after my tenancy ends. Can I still raise a dispute with mydeposits?

A. Yes. You will need to give us your full contact details, and preferably an e-mail address.

Q32. My Landlord intends to make a deduction from part of my deposit but I have not received the remaining amount, what happens now?

A. The Landlord has 10 days to return all or part of your deposit . If you do not receive any of your deposit then you may raise a dispute for the full amount. We will request the Landlord sends all of the deposit to us. If the Landlord makes payment of any undisputed amount after 10 days but before lodging it with us, we will ask for proof that this has been done i.e. bank transfer receipt or written confirmation from you.

Q33. I have my tenancy with a Residential Social Landlord. I have heard there is a Housing Ombudsman what is the role?

A. The Housing Ombudsman is an independent service dealing with complaints against Landlords and any other housing disputes. <http://www.housing-ombudsman.org.uk/>

My deposit is paid by a third party (“Relevant Party”) i.e. a parent, local authority, or specialist organisation. Can the Relevant Party raise a dispute?

The name and contact details of the Relevant Party should be list when the deposit is protected. If this is the case then the Relevant Party has the right to raise a deposit dispute on behalf of the Tenant.

Q34. I am reluctant to raise a dispute with you in case my Landlord refuses to give me a good reference. What can I do?

A. Neither you nor your landlord should suffer any negative publicity from a deposit dispute if we discover that a Landlord has given a Tenant a bad reference because they raised a dispute we will consider their Landlord’s Membership.

Q35. I am on housing benefit and my Landlord has refused to return my deposit until after my last housing benefit payment has been paid. What can I do?

A. Just like outstanding rent, outstanding housing benefit has to be received by the Landlord in order to fulfil the terms of the AST. **The Landlord must return your deposit 10 days after the receipt of the benefit money.** Any deposit dispute will be dealt with after this period. If you need the deposit money for a further letting, please ask for advice from your local Social Security Office.

Q36. How long does a Member have to lodge the money with us?

A. We send your landlord a letter regarding your dispute. **The landlord is given 10 working days from the date on the letter to lodge the disputed amount with us. Failure to do this will lead to dispute resolution based only on your submitted evidence.**

Q37. What amount of the deposit should the landlord lodge with a scheme?

A. The amount of deposit in dispute is stated by you.

Q38. Will my dispute case begin if my landlord fails to lodge the disputed amount, but consents to use dispute resolution and supplies evidence?

A. No. The Member must comply with our Scheme Rules and lodge the disputed amount with us. If this money is not paid to us, the Adjudicator will only consider the Tenant’s evidence. Your landlord will be subject to discipline and Membership cancellation.

Q39. What happens if the landlord lodges the disputed deposit amount late?

A. There is no obligation to extend the 10 days, however we may grant the landlord an extra 48 hours to comply.

Q40. If the landlord fails to lodge the disputed amount, consent to ADR and any evidence, what happens to the dispute?

A. If the Member does not cooperate, then the case is sent to the Adjudicator with the your evidence only.

Q41. What evidence should be provided?

A. Signed AST Agreement – and everything connected to this agreement

- Check in / check out reports
- Inventory
- Schedule of condition
- Photos / video – must be date stamped for authenticity
- Invoices / **receipts to prove work has been done – cleaning, dry cleaning, gardening etc.**
- Any other relevant supporting evidence

A. Make sure the evidence you provide is relevant and your written submissions are clear, easy to understand and properly presented. The Adjudicator will analyse all evidence and submissions but may not refer to every piece of evidence submitted in the Adjudication Report.

Q42. Are estimates sufficient evidence?

A. A **receipted invoice ONLY** will be accepted as reasonable proof that the cost has been incurred.

Q43. How long does it take for an ADR decision to be reached once all the paperwork is sent to the Adjudicator?

A. A decision is normally reached within 28 days and both parties notified within 10 days of the Adjudicator's decision.

Q44. Can an Adjudicator award an amount greater than the disputed amount?

A. The Adjudicator does have authority to award an amount greater than the disputed sum but it is unlikely this will happen. The Adjudicator is not able to award an amount that is greater than the deposit amount.

If the ADR decision exceeds the disputed amount, we will notify the parties and pay the difference between the lodged sum and the final decision. The landlord will then be required to pay the remaining amount to my|deposits within 10 days of the decision.

Q45. How much evidence should I supply for my dispute case?

A. The onus is on both the landlord and tenant to submit any evidence that they feel may be useful to support the case. You need to arrange all of your evidence at the start. You must not hold back relevant paperwork as this could be fatal to your case.

Q46. Can I take legal action following the dispute resolution outcome?

A. When both parties agree to use ADR, they also agree to be bound by the decision of the Adjudicator. A detailed explanation of the reasons for the decision is always provided to both parties. You may wish to challenge the decision through the Courts **but on very limited grounds**. Either way this may be a costly route to take.

Q47. Can I challenge the dispute resolution decision if I disagree with it?

A. There is no right of appeal through my|deposits following the decision. Both parties agree to be bound by the final adjudication decision.

You should obtain independent legal advice if you wish to challenge an ADR decision. The decision is based on the facts and principles of law, subject to reasonableness. **AST agreements are governed by the Law of Contract and statutory regulations including the Housing Act, Consumer Protection Legislation and the Unfair Contract Terms Act.**

Q48. Which web browser is the most compatible with the my|deposits website

A. Internet Explorer 6+, Firefox 2+, Safari 3+, Opera 9+, Chrome

Q49. Does Javascript need to be enabled in order to use my|deposits website?

A. Yes the my|deposits website does require JavaScript to be enabled

Q50. How do I enable Javascript?

A. internet Explorer:

- Select 'Tools' from the top menu
- From the drop down menu, choose 'Internet Options'
- On the pop-up window that appears, click on the 'Security' tab
- Click on 'Custom Level'
- Scroll down until you see section labeled 'Scripting'
- Under 'Active Scripting', select 'Enable' and click OK

Firefox:

- Select 'Tools' from the top menu
- From the drop down menu, choose 'Options'
- From the pop-up window that appears, choose 'Content' from the top navigation
- Select the checkbox labelled 'Enable JavaScript' and click OK

Safari:

- Select 'Safari' from the top menu
- From the drop down menu, choose 'Preferences'
- From the pop-up window that appears, choose 'Security'
- Select the checkbox labelled 'Enable JavaScript'

Q51. What format do the my|deposits documents come in?

A. All my|deposits documents are in a PDF format. If you do not currently have Adobe Acrobat Reader installed it is available from: <http://get.adobe.com/uk/reader/>

Q52. Does the Member have to provide the DPC and Information for Tenants leaflet to the tenant?

A. The Deposit Protection Certificate is provided by the Scheme to assist the member in the requirement to serve the Prescribed Information. The Member can use their own template if they so wish. The Scheme's Information for Tenants leaflet or a version which contains the information from the leaflet the Scheme produce must be provided to the tenant within 30 days of receiving the deposit

Q53. Can I have my deposit back at the point when I vacate?

A. As much as we would like this to be the case, it is not possible. The reason can be varied, and falls into two camps:

The tenancy has not yet ended therefore although the tenant has vacated, the landlord still is entitled to rent until they have found replacement tenants.

Once the tenancy has ended and the check-out report has been conducted and agreed, there may be some issues that are disputed. If these can be resolved quickly then the deposit is sent back without the need for arbitration. If there is no resolution then the matter is referred to the scheme arbitrators. They currently have a backlog of circa 3-4 months of cases to be reviewed and adjudicated. It can mean that deposits can take up to 6 months to recover and return.

Q54. What is deposit offset?

A. It is a process which we have adopted and trialled successfully since October 2013. Essentially we will fund the deposit once it has been agreed by the insurer or loss adjuster. This means that the policyholder does not have to find additional sums of money when they have been affected by traumatic event such as a flood, escape of water or fire. The deposit is paid so the policyholder can move in quickly; we then discuss whether the deposit is to be offset with the insurer or adjuster.

If the deposit is to be offset we then send out documents to the agent/landlord and policyholder to advise that the deposit recovery process has been amended so the policyholder will recover and keep the deposit themselves. This raises the prospect of the policyholder engagement in the deposit recovery process, it means they will look after the property and it reduces the claim lifecycle because the claim can be closed earlier.

Q55. How is a **deposit offset** different from **deposit recovery**?

A. Deposit recovery is the same process that we have operated since 1999. Essentially A3Countrywide will fund the deposit on the basis that we will be paid back in full within 30 days for the disbursement. At the end of the tenancy we will assist with the recovery process. We do not guarantee the full recovery of all monies disbursed at the beginning of the tenancy, nor do we have any responsibility to do so.

Deposit Offset

If we have received confirmation that the deposit is to be offset then we will amend the registration of the deposit in to the name of the policyholder. They can then receive the deposit at the end of the tenancy by registering onto the relevant website and recovering the deposit if there is no dispute.

Deposit Retrieval

If the deposit is not offset then we will recover the balance from the agent landlord, depending on whether there has been any dispute.

Q56. Why should the insurer receive the recovered deposit balance from A3CW?

A. Many insurers have expressed an interest in the deposit quarantine process. This is a format whereby we will repay the deposit sums recovered direct to the insurer on a bordereaux style template. These sums are then posted directly back onto the insurers systems and are fully trackable for their own internal audit processes. It reduces the potential for cheques to be lost in the post (or in files) and reduces time and touch points in the recovery process.

Q57. What is the legal position of A3Countrywide for deposit recovery and repayment?

A. A3Countrywide offers assistance to recover sums paid out that have subsequently been repaid by the insurer. We do not guarantee the full recovery of the original sums disbursed and do not recover any difference from policyholders. We are not responsible for or have any legal responsibility for the actions of the policyholder who enters into a legally enforceable contract with the landlord or their agent.

Q58. Does A3Countrywide chase in the deposit for me?

We will continually chase in the deposits and negotiate the recovery of any disputed deposit for "Deposit Retrieval" cases. We will also where necessary complete the instruments for arbitration and submit the documents along with evidence required.

We will where necessary enlist the advice of legal teams to provide our recovery process with current interpretation of statute that can be enforceable in an unregulated market. We will then repay the balance to the insurer.

Q59. What is A3Countrywide's legal involvement in the process of deposit recovery?

A. A3Countrywide's legal identity is that of facilitator, in that we do not receive any material benefit from the sums disbursed for the accommodation. This has been tested in a court of law in which we tried to sue the landlord (unsuccessfully) for the recovery of the deposit. It was only successful when the policyholder agreed to be the plaintiff. The outcome was only then successful and the deposit was awarded in its **entirety to the policyholder not A3Countrywide.**

Our process is designed to assist in the recovery in line with statute that govern the market and industry.

We have no agency with the policyholder and cannot be expected to be accountable or liable for their actions which we cannot influence or prevent from creating situations that may affect the deposit.

Our position is to negotiate and recover what sums are available in timely manner. That is why we strongly urge the deposit offset process as the fairest method for both policyholder and insurers.

NB – It is important to note that A3Countrywide cannot influence nor prevent the landlord taking the policyholder to court should they wish to do so. This is because the contract exists between the two principals to the contract being the policyholder and the landlord. We would assist where possible and provide any information that would assist the policyholder's court defence of any action. This has happened only a 2 times in the 15 years of trading, circa 35,000 tenancies. In both occasions A3Countrywide won the argument.

Q60. What is the process for stakeholder deposit schemes in the UK?

A. All Assured Short Hold Tenancies (Those where the annual rent is less than £100k per annum must be held in one of the government approved tenancy deposit schemes.

Both principals (The landlord and the policyholder) will receive deposit ID codes that have to be submitted to the scheme handlers at the end of the tenancy. If there is no dispute lodged by either party then the deposit is released to the tenant or landlord depending on the decision made by the arbitrator.

Q61. If the landlord disagrees with the outcome then they are entitled to take the matter to court, however the magistrate would be provided within the arbitrators decision and this would be taken into account by the magistrate.

A. It is important to note that some schemes have deadlines for deposit arbitration documents to be lodged on disputed cases. The deadline time is 30 days from the vacate date of the tenancy (This is the date that the check-out has been agreed by both parties not the actual vacation date of the policyholder from the property)

Q62. What is the limit of our liability for policyholders, insurers and loss adjusters?

A. Our legal identity is that of facilitator or broker. We have no agency with the policyholder or landlord. We find and fund accommodation.

Q63. What is our legal obligation is ultimately to the insurer whom we have contracts with. As such we will repay to them first any deposits that we recover instead of sending them to loss adjusters.

A. Our responsibility to policyholders is to help them as much as we can in respect of their responsibility towards the recovery of the deposit. This includes, holding the deposit ID codes, discussing the deposit release, negotiating where necessary, raising the necessary arbitration articles and documents with associated evidence for disputed cases and the repayment of those deposits recovered.

Q64. What are the legal entitlements of landlords against a deposit?

A. Numerous and difficult to explain although we hope that we have evidenced how complex the issue is by the questions set out in our FAQ. Essentially landlords cannot new for old, they also have to evidence that the items they are claiming for are valid. This can be done in a number of ways. Our process is geared towards a swift move to arbitration on disputed cases as essential and valuable time can be wasted arguing the issue with all parties instead of putting the case in front of the arbitrators.

It is important to note that neither the loss adjuster, policyholder, insurer nor A3Countywide can influence the decision of the deposit scheme arbitrators and arguing about the "issue" only serves to delay and can in some schemes prevent the recovery of the deposit.

Q65. Why A3Countrywide cannot pay back the full deposit and recover the difference form the policyholder.

A. A3Countrywide is not the principal to the tenant. It does not have any agency with the policyholder. It can force or influence the policyholder to behave in a way that will prevent or mitigate any potential claim to the deposit at the end of the deposit.

A3Countrywide therefore cannot pay back the full sums of the deposit that is paid at the beginning of each tenancy and cannot force policyholders to pay back the differential on any shortfall of deposits recovered.

Q66 Additional charges for changes in the recovery process form that agreed at the beginning.

A. From Q2 2015 A3Countywide will charge an additional administration fee for all those deposit offset agreements that are subsequently changed at the end of the tenancy. We believe that this is fair and reasonable because of the sheer amount of time expended to establish and put in place the changes required for the deposit to be offset at the commencement of the tenancy as agreed at the time.

It is with regret that we cannot absorb the change request submitted at the end of the tenancy to change the process that we have agreed at the beginning of the tenancy.

It will also help policyholders who area advised one thing at the commencement of their tenancy and then are told something different at the end of the tenancy when they are returning home.

Q67 What type of tenancy do I have?

A. This should be clear from the written agreement you have with your Landlord or agent. If you do not have a written agreement then the type of tenancy you have will be determined by the law.

If your tenancy commenced on or after 15 January 1989 your tenancy will almost certainly be one of the following:

- Assured Tenancy
- Assured Short hold Tenancy
- Periodic Tenancy
- Licence
- Company Let

If you are not sure what type of tenancy you have you should ask your Landlord or agent, but the following guidelines may help:

- if a company or other organisation (e.g. your employer) has rented the property so that you can live in it the tenancy is almost certainly a "Company Let"
- if your tenancy started before 15 January 1989 then you need to seek advice as to what sort of tenancy you have; you will probably be a protected or regulated Tenant
- if your Landlord has given you an agreement headed "Licence" your tenancy is probably a Licence; if the rules applying to Licences have not been satisfied (i.e. it is an invalid Licence) then you will probably have either an Assured or an Assured Short hold Tenancy
- if your tenancy started between 15 January 1989 and 28 February 1997 and you were not given a "Section 20" notice you probably have an Assured Tenancy
- if your tenancy started between 15 January 1989 and 28 February 1997 and you were given a "Section 20" notice before the start of the tenancy you probably have an Assured Short hold Tenancy
- If your tenancy started after 28 February 1997 and you did not agree anything different with the Landlord you probably have an Assured Short hold Tenancy
- if you originally had an Assured or Assured Short hold Tenancy and the initial fixed term has expired (or there was no initial fixed term) you probably have a Periodic Tenancy

Q68 What is an Assured Tenancy?

A. Assured Tenancies are governed by the Housing Act 1988 and give Tenants security of tenure unless the Landlord is able to exercise one of the [grounds for possession](#) specified in the Act. There is only moderate control over the rent which the Landlord can charge.

Q69 What is an Assured Short hold Tenancy?

A. Assured Short hold Tenancies are a special type of Assured Tenancy. Assured Short hold Tenants have considerable security of tenure for an initial period, which will be six months unless a longer period is specified in the tenancy agreement, after which the Landlord has an absolute right to recover possession at two months' notice. The Landlord can also recover possession if any of the [grounds applicable to Assured Tenancies](#) apply. There is only moderate control over the rent which the Landlord can charge.

Q70 What is a Section 19A Assured Short hold Tenancy?

A. Section 19A of the Housing Act was introduced by the Housing Act 1996. New Assured Short hold Tenancies are no longer regulated by Section 20 of the Housing Act 1988 although existing Assured Short hold Tenancies will continue in operation.

Under Section 19A all new Assured Tenancies are assumed to be Assured Short hold Tenancies unless they fall within one of the listed exceptions (one of which is that both parties agree it should not be an Assured Short hold). The requirement to serve a Notice of an Assured Short hold Tenancy (normally called a Section 20 Notice) no longer exists, and there is no minimum length of the initial fixed term, although there are significant restrictions on the Landlord's right to possession within the first 6 months.

Q71 What is a Periodic Tenancy?

A. A Periodic Tenancy is a tenancy that is automatically renewed each "period" (normally each month) until either the Tenant or the Landlord does something to end it. Periodic tenancies are usually one of the following:

Statutory Periodic Tenancies

These tenancies usually come about when the fixed terms of Assured and Assured Short hold tenancies come to an end but the Tenant stays on ("holds over") with the Landlord's consent. The terms of the tenancy remain the same. In the case of a periodic tenancy following on from an Assured Short hold Tenancy the Landlord and the Tenant both have the additional right to end the tenancy by giving the required amount of notice

Contractual Periodic Tenancies

These tenancies usually come about when an Assured or Assured Short hold tenancy is created with no initial fixed term. The tenancy runs on indefinitely until either the Landlord or the Tenant gives the required notice to the other (the Landlord can only end the tenancy in the first 6 months if he has grounds to do so.)

Q72 What is a Licence?

A. A licence permits the licensee to occupy the property.

If the property is transferred from one Landlord to another (e.g. by sale gift or death) the licence is not binding on the new owner. On the ending of a licence the Landlord has an absolute right to possession.

Q73 Are oral tenancies valid?

A. Oral tenancies (agreed by word of mouth) are valid providing that:

1. they take effect on the day they are granted
2. they are for a term not exceeding three years
3. they are granted for the best rent reasonably obtainable without taking a premium.
4. It is always better to document a tenancy in writing so that there can be no doubt about the terms of the agreement.

Q74 Does my Landlord have to give me a written agreement?

A. No. If your tenancy is an Assured or Assured Short hold Tenancy you can, however, request a written agreement once the tenancy has started.

Q75. Does my Landlord have to confirm any details in writing?

A. If your tenancy is an Assured or Assured Short hold Tenancy you can require the Landlord to confirm certain details of the tenancy in writing. You should make your request to the Landlord in writing, and he/she must respond within 28 days. The details which the Landlord must confirm in writing are:

- the date the tenancy began
- the amount of rent payable, and any rent review arrangements
- the dates on which the rent must be paid
- the length of any fixed term which has been agreed

Q76 How can I end my tenancy and leave?

A. If your tenancy is an Assured or Assured Short hold Tenancy you cannot end it until the end of any fixed term which is specified in the Tenancy Agreement, unless the Landlord agrees.

On the last day of the fixed term (if any) you can leave the property, whether or not you have told the Landlord you intend to do so. However, you should give the Landlord as much notice as possible as a courtesy, and in order to avoid any bad feelings. Once the fixed term (if any) has ended the tenancy will become a periodic tenancy if you remain in the property and the Landlord does not agree a brand new tenancy with you.

In this case you can end the tenancy by giving the Landlord one month's notice in writing (if the rent is paid monthly) or 4 weeks' notice (if the rent is paid weekly). If your tenancy is a Company Let you cannot end it early unless the Landlord agrees. If your tenancy is a Protected or Regulated tenancy the method by which you can end it will be specified in the lease.

Q77 What is a break clause?

A. A break clause in a lease or tenancy agreement allows either the Landlord or the Tenant (or both) to terminate a lease even if it has not run its full length.

Q78 Does the Landlord or Agent have to return my deposit?

A. Note: the rules for Tenancy Deposits changed on 1 April 2007; deposits taken and held by landlords and their agents in respect of tenancies which commenced on or after 1 April 2007 are regulated by law.

Once you have handed back your property in a satisfactory condition your Landlord (or the Agent) should return your deposit, providing that the rent is up to date. Your deposit should be returned by the **deadline specified** in the Tenancy Agreement (or if no deadline is specified within a reasonable time of you vacating the property - **say 14 days**).

Reasons why a Landlord or Agent may not refund your deposit are:

- you have not cleaned the property or rectified any damage and the Landlord is waiting for estimates for the work to be done
- you have not provided a forwarding address for mail and bills you have left behind
- the Landlord knows you have left unpaid bills which may cause problems for him/her and for the next Tenants
- the Landlord has not received the last payment of Housing Benefit, or has reason to believe that your benefit has been overpaid
- the Agent cannot get the Landlord to agree that your deposit be refunded (and is not entitled to refund it without the Landlord's consent)

Q79 How can I make sure I will get my deposit back?

A The best way to ensure that you will get your deposit back is to have a good relationship with your Landlord. Most Landlord's will overlook small problems with a Tenant who has been friendly, helpful and co-operative during the tenancy.

Other things which will help are:

- make sure you have a written record ("Inventory") of the contents of the property, and the condition of the property and the contents, when you moved in
- make sure you get a receipt when you hand it over
- make sure you get a written statement (probably in the Tenancy Agreement) of what the deposit is for, what the Landlord can do with it, and when you are entitled to get it back
- if possible try to arrange for the deposit to be held by a neutral person (a reputable Agent holding your deposit as "stakeholder" should be ok; the Agent will not be able to hand the deposit to the Landlord without your consent - or to you without the Landlord's consent)
- make sure you thoroughly clean the property and repair any damage before you leave; the Landlord is not obliged to let you back into the property to put things right, and will usually get contractors to do any cleaning or repairs which you should have done (at your expense)

Q80 My Landlord won't refund my deposit - what can I do?

A. First of all you should find out why he/she will not refund your deposit, and do something about it if you agree that it is your responsibility.

If your tenancy commenced (or was renewed) after 1 April 2007 you should read the documents that you should have been given when (or soon after) you paid the deposit - these will explain the procedure for raising a dispute with the deposit protection scheme with which your deposit is registered. If you were not given any documents relating to the protection of your deposit you should ask your Landlord (or Agent) which scheme your deposit is registered with and then contact that scheme.

If your tenancy commenced before 1 April 2007 and has not been renewed since then if you agree that some of the deposit should be held by the Landlord say so straight away; you should then get the rest back promptly. If you can't reach agreement with the Landlord or Agent you should write to them, demanding the return of your deposit (or the part of your deposit which you think they should return) within 14 days, making clear that you will put in a claim to the local County Court if you do not receive the payment by the deadline. If you do not receive your deposit by the deadline you should then consider making a claim via the County Court. You should remember that your deposit belongs to you; providing you can prove that you paid the deposit in the first place it will be for the Landlord or Agent to convince the Court that it should not be returned.

Making a claim via the County Court is easy and relatively quick and cheap. You will not need to employ a solicitor. You get form "N1" and the associated notes from your local County Court, fill it in (which you will be able to do on the spot), and hand it in with the appropriate fee (e.g. £50 for a claim of £500 - the fee is added to the claim and you get it back from the Landlord if you win). The counter staff at the Court, or your local Citizen's Advice Bureau, will help you fill it in if you ask.

Q81 What are my responsibilities for repairs to the property?

A. The respective responsibilities of the Landlord and Tenant for repair and maintenance of the property should be specified in the agreement between them. If they are not the responsibilities will depend on a number of factors including the length of the tenancy and the date it commenced.

In general **the Landlord** will normally be responsible for:

- ensuring that the property is fit for habitation at the beginning of the tenancy (if let furnished)
- repairing the structure and exterior of the building
- repairing and keeping in working order the water, electricity and gas (if fitted) supplies, and the sanitation (drains, basins, sinks, baths and WCs)
- repairing and keeping in working order the room and water heating equipment
- the common areas in multi-occupancy dwellings

You (**The Tenant**) will normally be responsible for:

- Using the premises in a tenant-like manner, doing such small jobs as unblocking drains, cleaning chimneys, mending fuses, etc.
- repairing and damage which he or she has caused
- keeping the premises clean

Q82 Is the Landlord responsible for the gas appliances?

Under the Gas Safety Regulations Landlords must:

- maintain all gas appliances in properties they let to Tenants
- ensure that all gas appliances are inspected annually by an approved inspector
- keep a proper record of all inspections of gas appliances
- provide the record of inspections to Tenants

Q83 Can the Landlord visit the property while I am renting it?

Landlords have a statutory right of entry to the property for inspection and repairs under the Rent Act 1977 and the Housing Act 1988. The Landlord also has a right of entry under the Landlord and Tenant Act 1985 if the Landlord is obliged by Section 11 of that Act to carry out essential repairs. The Landlord's right to make reasonable visits to check the condition of the property is also normally included in the agreement with the Tenant.

The Landlord should always take care not to interfere with the Tenant's right to peaceably occupy the premises without interference, and should give notice of his/her intention to enter the property. Normally the Landlord should give you at least 24 hours' notice, and only call at a reasonable time during the day or evening.

Q84 Can I assign my tenancy (i.e. transfer it to someone else)?

A. You should **never assign** or transfer your tenancy without seeking advice as you may lose your security of tenure and entitle your Landlord to repossession if you do so.

Q85 Can I have a joint tenancy with someone else?

A. Up to three people may be granted a joint tenancy. In a joint tenancy each Tenant is jointly liable for observing the terms of the tenancy. If, for instance, one or more joint Tenants leave then the remaining Tenants have to pay the full rent.

Q86 Can I take in a lodger or share the property?

A. **No.**

Q87 Can the Landlord increase the rent?

A. If the tenancy is a Protected or a Statutory Tenancy the rent cannot exceed the registered amount for that property. If there is no registered rent a Tenant can apply at any time for an assessment.

If the tenancy is an Assured Tenancy the Landlord may initially charge any amount. The rent cannot subsequently be changed unless the terms of the tenancy agreement permit it, or, after the end of any fixed term, the procedure specified in the Housing Act 1988 has been followed. If the tenancy is an Assured Short hold Tenancy the Landlord may initially charge any amount. You may apply at any time to the local Rent Assessment Committee for a reasonable rent to be fixed, and any amount fixed will be the maximum chargeable for the remainder of the initial fixed term. At the end of the fixed term the tenancy will become a periodic tenancy, and the Landlord can normally increase the rent each year.

Q88 Are there any good books you can recommend to Tenants?

Tenant's Survival Guide

Author: Lesley Henderson

Publisher: Robert Hale

Price: 9.99 pounds

ISBN: 0-7090-6529-9

Available from: [Internet Bookshop](#)

The Which? Guide to Renting and Letting

Author: Peter Wilde and Paul Butt

Publisher: Which? Ltd

Price: 10.99 pounds

ISBN: 0-85202-783-4

Available from: [Which? Books](#)