

A PRESCRIBED INFORMATION

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A.1 Address of the property/premises (delete whichever does not apply) to which the tenancy relates

	SAMPLE
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Details of the Deposit Holder(s)

A.2 Name(s)

	Chris Shorey Lettings Limited
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A.3 Actual address

	Compton House 11-12 Gibbon Lane North Hill Plymouth PL4 8BR
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A.4 E mail address (if applicable)

	accounts@chrisshorey.co.uk
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A.5 Telephone number

	01752 600485
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A.6 Fax number (if applicable)

	01752 261968
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Details of Tenant(s)

A.7 Name(s)

	SAMPLE
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A.8 Address(es) for contact after the tenancy ends (if known)

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A.9 E mail address (if applicable)

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A.10 Mobile phone number (if applicable)

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A.11 Fax number (if applicable)

Please provide the details requested in A. 7 – 11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

The Deposit

A.12 The deposit is

£

A.13 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A.14 A leaflet entitled *What is the tenancy deposit scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Chris Shorey Lettings Limited

At the end of the tenancy

A.15 The deposit will be released following the procedures set out in clauses 4.6, 4.7, 4.7a, 4.7b, 4.8, 4.9, 4.10 of the Tenancy Agreement provided separately

A.16 Deductions may be made from the Deposit according to clauses 4, 4.1, 4.2, 4.3, 4.4, 4.5, 4.5a, provided separately No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

A.17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *what is the tenancy deposit scheme?* Which is attached to this document? More detailed information is available on: www.thedisputeservice.co.uk

A.18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:

- Make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
- determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do

- allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account"

A.19 A formal record of these activities should be made, supported by appropriate documentation.

A.20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity; subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

A.21 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent (delete if Landlord) and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant:

Signed by the Landlord/Agent:

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

**The Dispute Service Ltd,
PO Box 1255,
Hemel Hempstead,
Herts..
HP1 9GN**

Phone 0845 226 7837
Web www.thedisputeservice.co.uk
Email deposits@tds.gb.com
Fax 01494 431 123

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.