

my|deposits
Northern Ireland

Tenancy Deposit Protection



Custodial
We hold
the deposit

Terms and Conditions for Custodial Tenancy Deposit Protection

1st Edition

Custodial Tenancy Deposit Protection for Northern Ireland Approved under the Tenancy Deposit Schemes (Northern Ireland) Regulations 2012

Dear User

Thank you for choosing **my|deposits Northern Ireland** to Protect Deposits on behalf of your Tenants.

From April 2013 all deposits taken on Private Tenancies require Protecting in an approved tenancy deposit scheme.

It is a condition of you agreeing to use the Scheme that you agree to abide by these Terms and Conditions, as a legally binding contract between the Scheme and you, the User. The undertakings and conditions contained in the Scheme Account Set-Up Form also form part of the contract. You are asked on the Scheme Account Set-Up Form to confirm that you have read and understood these Terms and Conditions. If you have any doubts about what you are signing, you should seek independent legal advice

There are no fees payable for becoming a User, Protecting Deposits or for using our Dispute Resolution Mechanism (DRM) to settle Deposit Disputes.

Landlords (both private and corporate) and Agents may become Users of **my|deposits Northern Ireland**. Agent Users must have authority to Protect Deposits on behalf of their Landlord Clients. Landlords of Residential Property must protect a Tenant's Deposit in accordance with The Tenancy Deposit Schemes (Northern Ireland) Regulations 2012. This includes a requirement to provide to the Tenant the Regulation 12 Information. If the Landlord fails to protect the Deposit and provide the Regulation 12 Information he may suffer a penalty.

Users must note that the timescales set out in these Terms and Conditions are critical and many are set down by the Regulations. We will rely on the accuracy and authenticity of the Contact Details provided to us and Users will be responsible for the consequences of delayed responses when required to respond within the timescales.

A Landlord Client who instructs an Agent User must be aware that we will be entitled to assume that the Agent User has general authority to deal with and contract on all matters relating to the Tenant's Deposit. Wherever possible we will deal with the Agent User in Protecting Deposits and in any Deposit Dispute. Notwithstanding the appointment of the Agent, the Landlord Client must be aware that he remains ultimately responsible for the Tenant's Deposit and for the actions and defaults of the Agent he appoints.

Whenever you, the User, pay a Deposit into the Scheme, we must receive the payment in cleared funds otherwise the Protection will not be validated.

These Terms and Conditions will be updated from time to time. It is important to visit our website for the most recent version. We will adopt the latest set of Terms and Conditions when considering a Deposit Dispute.

We aim to provide a friendly and efficient service at all times. I would like to welcome you as a User of the Scheme, and hope that the service you receive meets your expectations and our aspirations and aims.



Eddie Hooker
Chief Executive Officer - **my|deposits Northern Ireland**

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Definitions

The following words and phrases will have the following meanings wherever they appear in these Terms and Conditions. All references to persons, agents, landlords, and tenants in these Terms and Conditions shall include, where applicable, a company, partners and both male and female genders. *Scheme Notes are intended to assist and provide information and explanation.*

Adjudicator

The qualified person appointed by the Scheme to resolve Deposit Disputes raised with the Scheme.

Scheme Note: The adjudicator will make evidence-based Adjudication Decisions as part of the Scheme's Dispute Resolution Mechanism (DRM) process.

Adjudication

The Scheme's evidence-based process applied to reach an impartial decision based upon the information and evidence placed before the Adjudicator.

Adjudication Decision

The decision of the Adjudicator, based upon the Adjudication. The Adjudication Decision is final and binding subject to Section G.

Agent

A letting and/or managing Agent acting with the authority or deemed authority of a Landlord Client to operate/manage the Residential Property and deal with the Tenant(s) on the Landlord Client's behalf.

Authorised Representative

A representative for the Tenant who the Scheme accepts as authorised to raise and handle a Deposit Dispute.

Calendar Day(s)

Any Calendar Day of the year

Scheme Note: See definition of 'Working Day'.

Contact Details

The contact information for the Tenant(s) and if relevant, any Authorised Representative, which the User provides to the Scheme at the time of recording a new tenancy.

Scheme Note: The Contact Details will include the full name, correspondence address and a mobile number for the Tenant, any authorised Representative and in the case of Joint Tenancies, the full names of all Tenants party to the Joint Tenancy including where possible mobile phone numbers or email addresses for all the Joint Tenants. The User must keep the Contact Details up to date during and at the end of the Tenancy

Where the Contact Details are incorrect, incomplete or missing the User must demonstrate that the information that they provide to the Scheme is, to the best of their knowledge, accurate.

Court Order

Any order by a Court of Northern Ireland.

Deposit(s) / Deposit Amount

Means any money intended to be held/taken in relation to a private tenancy (by the User or otherwise) as security for:

(a) the performance of any obligations of the Tenant arising under or in connection with the Private Tenancy, or

(b) the discharge of any liability of the Tenant so arising.

Deposit Dispute

A dispute raised with the Scheme by a Tenant regarding the amount of the Deposit held by the Scheme that is to be released to the User or the Tenant at the end of the Tenancy.

Deposit Protection / Protect(s) / Protection

The Protection of a Deposit by a User, with the Scheme, for the benefit of the Tenant.

Deposit Protection Certificate (DPC)

A certificate provided by the Scheme upon the User correctly Protecting a Deposit, confirming that the Tenant's Deposit has been lodged and Protected with the Scheme.

Deposit Release Request Form (DRRF)

The Scheme form used by the User or Tenant to request the release of the Deposit.

Designated Account

The Scheme's bank account(s) designated to hold lodged Deposit amounts in accordance with Regulation 10.

Dispute Papers

The applications for release of the Deposit and the evidence provided, by the parties to the Adjudicator, in support of the application.

Dispute Resolution Mechanism (DRM) Process

An impartial and legally binding service offered by us to our Users and Tenants as an alternative to Court action for resolving Deposit Disputes.

Disputed Deposit Amount

The amount of the Protected Deposit related to a Deposit Dispute.

Joint Tenancy

When more than one Tenant enters into a Tenancy Agreement and all the Joint Tenants are jointly and severally responsible for the terms of the Tenancy Agreement and to the Scheme.

Joint Tenancy Information Form

A Scheme form to assist the User with obtaining the Joint Tenancy Contact Details.

Joint Tenants

The Tenants named on a Joint Tenancy Agreement who have their Deposit Protected with the Scheme.

Landlord

A Landlord who owns Residential Property which he lets under a Private Tenancy.

Landlord Client

A Landlord who instructs an Agent to receive their Tenant's Deposit(s) and let or manage their Residential Property. The Landlord Client and all of the owners of the Residential Property must be recorded with the Scheme by the Agent User.

Definitions

Landlord Registration Number

The registration number allocated to the Landlord when he registers as a Landlord with a local authority in Northern Ireland.

Scheme Note: A Landlord may have more than one Landlord Registration Number so must provide the correct number depending on the location of the Residential Property to which the Deposit Protection relates.

Lead Tenant

A Tenant authorised by all the other Joint Tenants to deal with the Protection of the Deposit.

Primary Contact

The main contact within an Agent User, as named during the Scheme Account Set Up process and updated by the Agent User as necessary.

Private Tenancy

Any Tenancy as defined by Paragraph 3 of the Private Tenancies (Northern Ireland) Order 2006.

Protected Deposits

A Tenant's Deposit properly Protected with the Scheme by a User.

Recorded Tenancy

A Private Tenancy that is recorded with the Scheme and allocated a recorded tenancy identification number.

The Regulations

The Tenancy Deposit Schemes Regulations (Northern Ireland) 2012.

Regulation 12 Information

The information a Landlord must provide to the Tenant with regards to the Deposit Protection in accordance with The Tenancy Deposit Schemes Regulations (Northern Ireland) 2012

Regulatory Requirement

Statutory regulations imposed by legislation.

Release Code

A unique code which is provided individually to the User and to the Tenant that will be required for each party to confirm the release of the Deposit at the end of the tenancy.

Release of Deposit Process / Deposit Release Process

The process to release the Deposit using a Deposit Release Request Form (DRRF) requiring the User and the Tenant to provide their unique Release Code. This can only be initiated after the Tenancy has ended and the Tenants have vacated.

Residential Property

Any property in Northern Ireland used as a dwelling including but not limited to, a flat, maisonette, part of a building, house or set of rooms let under a Private Tenancy.

Review (of Adjudication)

Following receipt of an Adjudication Decision a party to the Deposit Dispute may request a review in accordance with Section G.

Scheme

The **my|deposits Northern Ireland Custodial Tenancy Deposit Scheme** approved by the Northern Ireland Executive.

Scheme Account Set Up Data

The User's application information.

Scheme Account Set Up Form

The Scheme Form that a prospective User completes to become a User (available in hardcopy or online).

Scheme Forms / Supporting Scheme Documentation

The Scheme documentation specified within these Terms and Conditions required to be submitted by Users and Tenants.

Sole Tenancy

Where only one Tenant is named on the Tenancy Agreement.

Tenancy Agreement / Joint Tenancy Agreement

The Private Tenancy agreement made between the User and Tenant(s).

Tenant

A person who is named as a Tenant on a Private Tenancy Agreement and includes Joint Tenants.

Undisputed Amount

The difference between any Disputed Amount and the total amount of the Tenant's Deposit repayable to the Tenant at the end of the Tenancy.

User

The Landlord or Agent who sets up a Scheme Account and is given a Scheme Username.

Username

The unique sequence of characters or numbers chosen by a User when they set up a Scheme Account.

We/Us/Our

The **my|deposits Northern Ireland Custodial Tenancy Deposit Protection Scheme**.

Working Day

Means a day that is not a Saturday, Sunday or a public holiday in Northern Ireland.

Scheme Note: Also see definition of 'Day'.

Section A: Setting-Up a Scheme Account

A1 Scheme Account Set-Up Criteria

A Landlord (either private or company) or Agent acting on behalf of a Landlord Client, can apply to become a User of the Scheme by completing a Scheme Account Set-Up Form (either online, by post or by telephone). The Scheme will rely on the accuracy of the information supplied. A separate Scheme User Account will be required for each Landlord or Agent.

A User is bound by the conditions and undertakings contained in the Terms and Conditions as a contract between the User and the Scheme. The conditions are continuing obligations to which Users are bound. The User must tell us about any relevant changes to their Scheme Account Set-Up Data.

A1.1. Users, as Landlords must:

A1.1.1. Complete the Scheme's Landlord User application form;

A1.1.2. Own the Residential Property let on any Private Tenancy in Northern Ireland and be named on the Tenancy Agreement as the Landlord;

A1.2. Users, as Agents must:

A1.2.1. Complete the Scheme's Agent User application form;

A1.2.2. Let and/or manage Residential Property in Northern Ireland with the authority of Landlord Client(s);

A1.3. All Users must:

A1.3.1. Join the Scheme in his own right and not join on behalf of another person or company;

A1.3.2. Agree to be contractually bound by these Terms and Conditions which extend to all officers of any company (including Limited Liability Partnerships) or partners in a partnership, employees and agents, in regard to each registration;

A1.3.3. Observe all Regulatory Requirements;

A1.3.4. Respond to all Scheme communications as specified.

A2 Changes to Scheme Account Set-Up Data

A2.1. The User must inform the Scheme of all updates, changes and additions to the Scheme Account Set-Up Data.

A2.2. Changes made via the online service will only be available to Users logged onto the system.

A2.3. Changes made by telephone will require the User to provide us with positive identification information.

Section B: Recording a Tenancy with the Scheme

B1 User's Responsibilities

Users are responsible for recording Relevant Tenancies with the Scheme and lodging Deposits with us for Protection within 14 Calendar Days of receiving the Deposit. Tenancies can be recorded either online via the User's Account (or associated website), by telephone, or by post using the relevant Scheme Form. The Scheme will rely on the accuracy of the information supplied. Users are also responsible for providing the Tenant with the Regulation 12 Information within 28 Calendar Days.

B2 Tenancy Information

B2.1. When Protecting a Deposit the User must provide us with the information we request in accordance with, but not confined to, the requirements of Regulation 12.

B2.2. On receipt of the information required in B2.1 the Scheme will create a Recorded Tenancy.

Scheme Note: If a User applies to record a tenancy by post it is the responsibility of the User to provide the Scheme with all the required information to create the Recorded Tenancy. If insufficient information is received, we will return the User's application (and any cheque enclosed) with a request that the missing information is provided. The Scheme does not accept any responsibility for any failure of the User to lodge the Deposit with us within the 14 Calendar Days timescale if an application to record a tenancy is rejected by the Scheme.

B3 Joint Tenancies

B3.1. Deposits relating to Joint Tenancies must be protected as a single transaction. The User must provide all the information as required in B2.1 including all the Joint Tenant Contact Details at the time the Tenancy is recorded.

B3.2. The User must manage the relationship between the Joint Tenants and identify a Lead Tenant who is authorised to act on their behalf by the other Joint Tenants. The User will be required to confirm that the Lead Tenant is an agreed nomination by all Joint Tenants.

Scheme Notes: The Lead Tenant will be required to represent the interests of all Joint Tenants and will act on their behalf, generally and in the release of the Deposit if there is a Deposit Dispute.

The Scheme will only release the Deposit to the Lead Tenant who has the responsibility of distributing the monies to all Joint Tenants.

If a Lead Tenant contacts us to confirm they do not wish to be the Lead Tenant then the Scheme will contact the User and inform them that they must nominate a different Lead Tenant in accordance with B3.2. If no Joint Tenant is willing to be the Lead Tenant then see the Scheme leaflet entitled "How your Deposit is Protected" for further options.

B3.3. The User must provide a signed copy of the DPC and the 'Information for Tenants' leaflet to the Lead Tenant (see C1.9). The Lead Tenant should sign the DPC to confirm the details are correct. The User must also tell the Lead Tenant how to obtain a copy of the latest Terms and Conditions and other Supporting Scheme Documentation.

Scheme Note: Should the User provide the Scheme with a valid email address for the Tenant, the Scheme will email a copy of the DPC to them.

B3.4. Any Joint Tenant may contact the Scheme regarding the Deposit Protection.

B3.5. Any Joint Tenant who does not wish to be represented by the Lead Tenant must inform us by telephone or in writing.

Scheme Note: Please see the Scheme leaflet entitled 'How your deposit is protected' for more information about the options Joint Tenants have in managing their Deposit protection.

B4 Changes to Tenancy Information

- B4.1. A User can change any of the Tenancy information relating to a Recorded Tenancy before the Deposit is received by us. After the Deposit has been lodged with the Scheme, any changes must be in writing with an explanation. If the Scheme is not satisfied we may refuse to Protect the Deposit.
- B4.2. The Tenant (and any Joint Tenant) will be permitted to change their Contact Details once they have received their unique log in information, which will be sent to them with their DPC.

B5 Transfer of Recorded Tenancies between Users

- B5.1. A User may transfer (and take responsibility for) a Recorded Tenancy from another User.
- B5.2. The request to transfer must be put in writing to us stating the outgoing Username, the incoming Username and Recorded Tenancy Number.
- B5.3. Upon completion of the transfer, the Scheme will confirm the transfer to the outgoing User, incoming User and the Tenant.

B6 Changes of Tenant

- B6.1. The Scheme will not permit a change in Tenant recorded under a Sole Tenancy Agreement. The Deposit Release Process must be followed.
- B6.2. The User must inform the Scheme if there is a change of Joint Tenant. Any Deposit issues will have to be resolved directly between the incoming and outgoing Joint Tenant.
- B6.3. The Lead Tenant under a Joint Tenancy can be changed at any time by the User. The request must be put in writing to us giving reasons for the change in Lead Tenant, details of the incoming Lead Tenant and confirmation that the obligations under B.3.3 have been explained to the incoming Lead Tenant.

Scheme Note: The User will need to write to the incoming and outgoing Lead Tenants explaining the change.

Section C: Lodging of Deposit with the Scheme

C1 Lodging the Deposit

- C1.1. The Regulations state that the Deposit must be lodged with the Scheme within 14 Calendar Days of receiving it.
- C1.2. The Scheme will allow Users to lodge Deposits with the Scheme after 14 Calendar Days from receiving it.
- C1.3. Deposits can only be lodged for Recorded Tenancies.
- C1.4. The Scheme will only accept one Deposit Protection for the Tenancy Agreement.
- C1.5. Deposits can be paid by instalments subject to the following conditions:
 - C1.5.1. A revised DPC showing the total Protected Deposit amount will be issued by the Scheme following receipt by the Scheme of an instalment or top up of the Deposit amount by the User.
 - C1.5.2. If the Tenant does not pay the full Deposit (as registered) to the User or the User having received the full Deposit from the Tenant(s) does not lodge the full amount to the Scheme then such breaches of the tenancy agreement and Regulations must be dealt with by the parties direct and cannot be dealt with under the Scheme.

Scheme note: Each subsequent DPC issued by the Scheme when instalments are lodged will show the cumulative total of the Deposit lodged by the User.

- C1.6. The Deposit can be lodged with the Scheme by:
 - C1.6.1. Debit card either online or by telephone;
 - C1.6.2. Cheque (subject to clearance) or banker's draft;
 - C1.6.3. Bank transfer (BACS).
- C1.7. Users will be able to view lodged Deposits via their online account(s).
- C1.8. Tenants will be able to view lodged Deposits via the 'Is My Deposit Protected' section of the Scheme's website.
- C1.9. Once cleared funds are received by the Scheme and allocated to a Recorded Tenancy, either automatically by the Scheme or manually by the User, the Scheme will confirm to the User that the Deposit is Protected. The Scheme will confirm the Deposit has been paid into a Designated Account and provide the Regulation 12 Information in the form of a DPC and Information for Tenants' leaflet.

Scheme Notes: We strongly recommend Agent Users provide a copy of the DPC to all Landlord Clients. The Landlord Client will be named on the tenancy agreement and he is ultimately responsible for Protecting the Deposit and providing the Regulation 12 Information to the Tenant even if he instructs an Agent.

The Scheme is not responsible for providing the Regulation 12 Information to the Tenant.

- C1.10. If the Scheme has been provided with a mobile telephone for the Tenant it will send a text message to the Tenant informing them that their Deposit has been Protected and how to obtain further information about the Scheme and his Release Code.

Scheme Note: See D4 regarding the release of the Deposit for Joint Tenancies.

C2 Transferring Deposits Between Schemes

C2.1 Transfer to another custodial scheme:

C2.1.1 Requests to transfer Deposits to another custodial scheme must be made in writing to the Scheme stating:

C2.1.1.1 The User's Username and Recorded Tenancy number;

C2.1.1.2 The name of the scheme to which the Deposit is to be transferred;

C2.1.1.3 The bank account and sort code and reference number of the new scheme;

C2.1.1.4 Any unique reference number supplied by the new scheme.

C2.1.2 The Scheme aims to transfer Deposits to the new custodial scheme within 5 Working Days of receiving the request.

C2.1.3 If the User requests that the Deposit is released to them to transfer to another scheme manually then:

C2.1.3.1 The Scheme will require a signed undertaking from the User that he will pay the Deposit into another scheme.

C2.1.3.2 On receipt of the signed undertaking, the Scheme will release the Deposit to the User within 5 Working Days.

C2.1.4 The Scheme will inform the Tenant that the transfer has taken place.

C2.2 Transfer to an insurance based scheme:

C2.2.1 Requests to transfer Deposits to an insurance based scheme must be made in writing to the Scheme stating:

C2.2.1.1 The User's Username and Recorded Tenancy number;

C2.2.1.2 The name of the scheme to which the Deposit is to be transferred;

C2.2.2 If the User requests that the Deposit is released to them to transfer to another scheme manually then:

C2.2.2.1 The Scheme will require a signed undertaking from the User that he will pay the Deposit into another scheme.

C2.2.2.2 On receipt of the signed undertaking, the Scheme will release the Deposit to the User within 5 Working Days.

C2.2.3 The Scheme will inform the Tenant that the transfer has taken place.

Section D: Releasing the Deposit

D1 Deposit Release – General

- D1.1. Either the User or the Tenant can initiate the Deposit Release Process by submitting a Deposit Release Request Form.
- D1.2. The Scheme will only permit a release of the Deposit if the Deposit has been received by the Scheme in cleared funds.
- D1.3. The Scheme can release the Deposit by BACS transfer to a party's nominated bank account, or by cheque.

Scheme Note: Should the Tenant request the release of the Deposit to an overseas bank account, then any administrative costs involved in the release will need to be paid by the Tenant before the Deposit is released.

- D1.4. The Scheme will not release the Deposit unless:
 - D1.4.1. All parties to the Deposit Protection have completed a Deposit Release Request Form (DRRF) and agree to the release, or;
 - D1.4.2. The Tenant fails to either request to use or consent to use DRM within 30 Working Days of being asked to respond to the request by the Scheme; or
 - D1.4.3. The Scheme receives an Adjudicator's Decision or Court Order compelling us to do so.

Scheme Note: See C2 for transfer of Deposits.

- D1.5. The release of the Deposit must only be initiated at the end of the Private Tenancy.
- D1.6. When a Deposit release is authorised by the Scheme, both the User and the Tenant must supply their Release Codes.
- D1.7. If either party misplaces or forgets their Release Code, replacements can be requested either online or in writing.
- D1.8. Failure to provide us with any information to enable us to release the Deposit will result in a rejection of the application until the requested information is received.

D2 Request for Release of Deposits by the User

- D2.1. On or as soon as reasonably practicable after the end of the Tenancy, the User must make an application for the release of the Deposit by completing a DRRF either online or in writing to us and supplying the following information:
 - D2.1.1. The date the Tenancy ended;
 - D2.1.2. The amounts the User believes should be released to the User and the Tenant(s);
 - D2.1.3. The User's bank details;
 - D2.1.4. The User's Release Code.
- D2.2. The Scheme will contact the Tenant (see D4 for Joint Tenancies) to notify him of the User's application to release the Deposit by:
 - D2.2.1. Email (if we hold a valid email address for the Tenant), or;
 - D2.2.2. Post (if we hold a correspondence address for the Tenant but no email address), and;
 - D2.2.3. Text message (if we hold a valid mobile phone number for the Tenant).

- D2.3. The Scheme will:
- D2.3.1. Provide information about the Deposit Dispute and DRM process (including options for negotiation between the parties and also settlement through the Courts) and confirm that any Disputed Deposit Amount will be held by the Scheme in a Designated Account;
 - D2.3.2. Confirm that the Tenant must respond within 30 Working Days from the date of notification of the User's application and the consequences if the timescale is not complied with (see D2.5 and E1.3);
 - D2.3.3. Ask that if the Tenant is in agreement with the User's application, for the Tenant's bank account details and Release Code.
- D2.4. If the Tenant accepts the amounts as specified in the User's application, the Scheme will release the Deposit monies within 5 Working Days of the Scheme's receipt of such confirmation from the Tenant.
- D2.5. If the Tenant is not in agreement with the User's application then he must inform the Scheme within 30 Working Days of being notified by the Scheme of the User application and also confirm whether he agrees that the Deposit Dispute can be resolved by the Scheme's DRM.

Scheme Note: If the Tenant confirms that the Deposit Dispute can be resolved through the Scheme's DRM then the User is compelled to co-operate with the Scheme's DRM process.

D3 Request for Release of Deposits by the Tenant

- D3.1. The Tenant can make an application for the release of the Deposit at the end of the Tenancy by completing a Deposit Release Request Form either online or in writing and supplying the following information:
- D3.1.1. The date the Tenancy ended;
 - D3.1.2. The amounts he believes should be released to the User and Tenant(s);
 - D3.1.3. The Tenant's bank details;
 - D3.1.4. The Tenant's Release Code.

Scheme Note: The default position will be that the User makes the first application for the release of the Deposit. If the User does not make an application then the Tenant can complete a Deposit Return Form. The Scheme will ask the Tenant to confirm that he understands the Scheme's DRM and the options for negotiation between the parties and also settlement through the Courts.

- D3.2. The Scheme will contact the User to notify him of the Tenant's application to release the Deposit.
- D3.3. The Scheme will also:
- D3.3.1. Provide information about the Deposit Dispute and DRM process (including options for negotiation between the parties and also settlement through the Courts) and confirm that any Disputed Deposit Amount will be held by the Scheme in a Designated Account;
 - D3.3.2. Confirm that the User must respond to us within 30 Working Days from the date of notification of the Tenant's application as failure to do so will entitles us to release the full amount of the Deposit to the Tenant within 5 Working Days of the expiry of the 30 Working Day period;
 - D3.3.3. Inform the User that if he makes an application in accordance with D2 up to 30 Working Days from the Tenant's application in D3.1 then the Scheme will not progress the Tenant's application and instead follow the procedure in D2;
 - D3.3.4. Ask if the User is in agreement with the Tenant's application, for the User's bank account details and Release Code.

- D3.4. If the User accepts the amounts as specified in D3.1.2, the Scheme will release the Deposit monies within 5 Working Days of receipt by us of the confirmation from the User.
- D3.5. If the User informs the Scheme that he disagrees with the amounts specified in D3.1.2 there will be a Disputed Deposit Amount and the matter will proceed to a Deposit Dispute. The Deposit Dispute will be resolved by the Scheme's DRM if the Tenant has agreed to use DRM to resolve the Deposit Dispute.

D4 Deposit Release for Joint Tenancies

- D4.1. If a User makes an application for the release of the Deposit the Scheme will contact the Lead Tenant to confirm the application.
- D4.2. If the Lead Tenant does not respond to our communications to the initial notification at the stage of the reminder (after 15 Working Days), the Scheme will write to the other Joint Tenants to inform them that the Lead Tenant has not responded and to remind them of the User's application. On receipt of this communication any other Joint Tenant may contact us to take over from the Lead Tenant but he must respond within 30 Working Days of the day on which the Lead Tenant would have received the initial notification. A Tenant who then we deem as the Lead Tenant must provide us with evidence that he is acting on behalf of all the other Joint Tenants.

Scheme Note: Whichever Joint Tenant responds to the notification will be required to confirm in writing that:-

[a] he will personally conduct all aspects of the Deposit Dispute pursuant to [b] to [e] inclusive;

[b] he has written authority to act for all the Joint Tenants;

[c] he undertakes and agrees to distribute the money which may be returned to him to the other Joint Tenants;

[d] he agrees to indemnify the Scheme against any claims or loss by the other Joint Tenants made as a result of his conduct;
and

[e] he will notify all the Joint Tenants that the Scheme cannot resolve any disputes between the Joint Tenants.

- D4.3. If a Tenant to a Joint Tenancy makes an application for the release of the Deposit the Scheme expects the Lead Tenant to make the application. If any other Joint Tenant wishes to make an application for release of the Deposit then he must contact the Scheme by telephone. The Scheme will operate only one deposit release.

D5 Terms under which the Scheme holds the Disputed Deposit Amount

- D5.1. Where the Scheme receives notification of a Disputed Deposit Amount then this amount will be held in a Designated Account by the Scheme until the Deposit Dispute is resolved.
- D5.2. The Scheme will release any undisputed Deposit amounts to the parties within 5 Working Days of our receipt of the notice from the parties that there is an undisputed Deposit amount.

Scheme Note: This will occur when the Scheme receives applications from both the User and Tenant of the amount of the Deposit they request to be released.

- D5.3. If the Scheme receives notification from both parties that any Disputed Deposit Amount has been resolved at any time prior to an Adjudication Decision, the Disputed Deposit Amount will be repaid in accordance with that agreement within 5 Working Days of the Scheme being notified of the agreement.
- D5.4. If the Tenant notifies the Scheme that they wish to dispute all or some of the User's application for the release of the Deposit but does not provide consent to use our Dispute Process, the Scheme will, following the 15th Working Day after receipt of the Tenant's notification:
- D5.4.1 Remind the Tenant of the Dispute Resolution Process;
- D5.4.2 Advise the Tenant that the Scheme will, following the 30th Working Day following the notification, release the Deposit to the parties in accordance with the User's application within 5 Working Days.

Section E: Disputes between User and Tenant over the release of the Deposit

E1 Raising a Deposit Dispute

The Scheme urges the User to negotiate the amount of the Deposit to be released to the Tenant at the end of the Tenancy. The Scheme provides Dispute Resolution Mechanism (DRM) as a method of Deposit Dispute resolution. The DRM is evidence based and will result in an Adjudicator making an Adjudication Decision. The Scheme's DRM is not mediation, arbitration or counselling and the parties will not be required to meet with the Adjudicator.

Both parties must submit their evidence to us in accordance with these Terms and Conditions and Supporting Scheme Documentation. The Scheme engages Adjudicators to analyse the evidence submitted (within our timescales) and to make a binding Adjudication Decision as to how the Deposit should be distributed.

Whilst there is no obligation on the Tenant to use DRM, it is available to Users and Tenants at no additional cost and is designed to allow easy and quick access to a resolution of the Deposit Dispute. If a Tenant wishes to use the Scheme's DRM to resolve a Deposit Dispute then the User is also compelled to use the DRM.

The Scheme website provides further information on the type of evidence that the Adjudicator will expect to receive in support of a Disputed Deposit claim.

Tenants are informed of the procedure and timescales for raising a Deposit Dispute at the time the Deposit is Protected with the Scheme and also at the time that an application is made for the release of the Deposit. The User undertakes to provide the Scheme with the most up to date Contact Details for all the Tenants of a Recorded Tenancy and that this information is updated appropriately. Where the Contact Details are incorrect, incomplete or missing the User must demonstrate that the information that they provided to the Scheme is to the best of their knowledge accurate.

E1.1. If the Tenant disagrees with the Deposit amounts to be released (in accordance with D2.1.2) or if the User disagrees with the amount of the Deposit the Tenant requests back (in accordance with D3.3) then there will be a Disputed Deposit Amount and a Deposit Dispute will be deemed to have been raised by the Tenant.

Scheme Note: A User will not raise a Deposit Dispute. A Deposit Dispute is raised with the Scheme when either the Tenant disagrees with the amount a User requests to be released or automatically when a User disagrees with the amount a Tenant has requested be released.

E1.2. If the Tenant confirms that he agrees to use the Scheme's DRM to resolve the Deposit Dispute then the matter will proceed to DRM.

E1.3. If the Tenant:

- (a) Does not respond to our notification regarding the User's application for the release of the Deposit;
- (b) Confirms that he wants to resolve the Deposit Dispute through the Courts; or
- (c) Does not inform us that he wants a Deposit Dispute resolved by DRM.

The Scheme will, following the 30th Working Day after the Tenant's receipt of notification of the User's application from us, inform the Tenant that the Deposit is to be released in accordance with the User's application within 5 Working Days.

Scheme Notes: The Tenant has the option of issuing Court proceedings against the User if he is unhappy with the release of the Deposit in this way. If the Tenant requested that the resolution of the outstanding amount be resolved through the courts, the Scheme will return the disputed amount to the Landlord.

The Scheme will not be involved or subject to any action once the Deposit has been released to the User in accordance with his application.

The Scheme will hold onto any Deposit amount which the User has specified should be released to the Tenant in a Designated Account so the Tenant can apply for its release at a later date.

E2 Authorised Representatives

E2.1. The Scheme may at our discretion allow a Deposit Dispute to be handled on behalf of a Tenant by an Authorised Representative if such an Authorised Representative signs our 'Assumption of Liability Form' agreeing to adhere to these Terms and Conditions. The Tenant and/or the Authorised Representative must inform us in writing and provide reasons and evidence as to why the Scheme should accept the Authorised Representative's involvement. The reasons may, but not exclusively, include:

- Tenant's difficulty with language or understanding of the issues;
- Tenant's disability or sickness;
- Tenant's absence from the UK.

E2.2 The Scheme's decision to accept or reject an Authorised Representative to take responsibility for the Deposit Dispute is final and the Scheme will require submission of identification and/or other evidence and documentation including any 'power of attorney', or other agency agreement. If the Scheme accepts the Authorised Representative then these Terms and Conditions will be interpreted so that the definition 'Tenant' will extend to the Authorised Representative.

E3 Paid Representatives

If a solicitor or any other legal representative is instructed, his costs must be paid by the instructing party. The Adjudicator will not make any award for costs. The solicitor or legal representative will not be able to recover the costs from the Scheme or the other party (see F1.4).

E4 Time Limits

The Scheme may accept a Deposit Dispute outside of the prescribed time limits entirely at our discretion if a Tenant provides us with acceptable evidence as to why the Deposit Dispute is being raised out of time (but see H10).

E5 Agent Users

If the User is an Agent acting on behalf of a Landlord Client, the Agent User will be permitted to refer to DRM on behalf of the Landlord Client. The Scheme may allow the Landlord Client (in place of the Agent User) to undertake the Deposit Dispute directly, if the Scheme is satisfied that the Landlord Client is the legitimate party to the Dispute.

Section F: Dispute Resolution Mechanism (DRM)

F1 DRM Eligibility

- F1.1. A Deposit Dispute will be referred to DRM if a Deposit Dispute has been raised and the Tenant has confirmed he agrees that the Deposit Dispute should be resolved by DRM.
- F1.2. DRM will not resolve any Dispute in excess of the amount of the Protected Deposit.
- F1.3. At no time will the Scheme release a sum in excess of the Deposit amount stated on the DPC and held by us.
- F1.4. The Adjudicator cannot make any award of costs or disbursements. The DRM process is free of charge, but each party must bear all their own costs.
- F1.5. Users and Tenants are free to settle the Deposit Dispute before the Adjudicator makes an Adjudication Decision.
- F1.6. If Joint Tenants have informed the Scheme that they are disputing the Deposit separately, and they all agree to use DRM, then the Deposit Dispute will be heard using the same DRM Adjudication process as outlined in F2.1. The User will be informed, all the Tenants will be provided with the User's evidence, and all the Tenants must submit their evidence in accordance with F2.1.2.
- F1.7. If any Joint Tenant informs the Scheme (within the relevant time periods) that he does not agree to the use of DRM then the amount of the Deposit as requested by User will be returned to the User and the Joint Tenants will have to use the Courts to secure the return of that money.

F2 Deposit Dispute Resolution by DRM

- F2.1. When a Deposit Dispute is referred to DRM the following will occur:
 - F2.1.1. The User will be notified that the Deposit Dispute is being referred to DRM. On receipt of the notification the User will have 10 Working Days to submit his evidence in support of his claim for the release of the Deposit as he requested.
 - F2.1.2. Following the 10 Working Days in F2.1.1 the Tenant(s) will be notified as to how to access the evidence. On receipt of the notification, the Tenant(s) will have 10 Working Days to submit evidence as to why the Deposit should be released as he requested.
 - F2.1.3. The Scheme will then contact the User again and allow him a further 5 Working Days to provide any comments on the evidence submitted by the Tenant(s). The User will not be able to submit any further evidence at this point.
- F2.2. Following F2.1.3 if the Scheme considers that the case is suitable for Adjudication then the Dispute Papers will be sent to an Adjudicator.
- F2.3. The Deposit Dispute may be rejected for the following reasons:
 - F2.3.1. The Deposit Dispute relates to matters other than the return of the Protected Deposit;
 - F2.3.2. A party has already commenced Court proceedings on any matter related to the tenancy, unless they have been withdrawn or are stayed for mediation purposes or the Court has subsequently directed that the matter be dealt with using our DRM;
 - F2.3.3. There are allegations of fraud, criminal activities, duress or harassment by either party which we deem outside our remit;
 - F2.3.4. There is clear evidence of rent arrears or we consider the Deposit Dispute is being raised frivolously or unreasonably by the Tenant.
- F2.4. If the Scheme is not satisfied that the Deposit Dispute can proceed to Adjudication then the Scheme will contact both parties and either:
 - F2.4.1. Decline the Deposit Dispute, provide the reasons and state how the Deposit will be released; or

- F2.4.2. Provide the reasons the Deposit Dispute was unacceptable for Adjudication and suggest a course of action and timescales for remedying the problems.

Scheme Note: The Scheme may provide both parties with access to each other's evidence in order to facilitate this process. On expiry of the Scheme's timescales the Scheme will either refer the case to an Adjudicator or state how the Deposit will be released.

F3 Evidence

- F3.1. The Adjudicator may, reject evidence on any ground, including evidence being submitted out of time, his concerns as to the authenticity of the evidence, or if the evidence cannot be viewed or transcribed.
- F3.2. The parties must keep copies of all evidence submitted to the Scheme if they wish to refer to it in the future.
- F3.3. The Scheme or the Adjudicator may request that original paper evidence is provided by the parties.

Scheme Note: Such paper evidence will be consigned to the post at the requesting party's risk.

- F3.4. The parties must, on submission of any evidence, notify us if they want the evidence to be returned. The Scheme will only return original evidence to a party only upon a written request, and upon prior payment of postage. If the Scheme does not receive written notification that the evidence should be returned then the Scheme reserves the right to shred or dispose of the evidence in a confidential manner.
- F3.5. The parties are solely responsible for the quality and authenticity of the evidence and must provide evidence that can be easily scanned onto our system (preferably A4 format) or transcribed if in the form of a recording (electronic or otherwise).

Scheme Note: It is the responsibility of the parties to ensure that any verification including electronic dating is provided to the Scheme in a manner and form that is readily available to the Scheme and or the Adjudicator.

- F3.6. The User must submit a copy of the Relevant Tenancy Agreement as part of his evidence.
- F3.7. If a User has failed to provide all Tenants with a written tenancy agreement including an inventory of furnishings and schedule of condition and 'check-in and check-out' reports all signed by the User and where possible by the Tenant, then the User is unlikely to be awarded any deductions from the Deposit.

F4 The Adjudication

- F4.1. The Adjudicator will make an Adjudication Decision within 20 Working Days from the date he receives the Dispute Papers from the Scheme in accordance with F2.2 (subject to clauses F4.2 and F4.3).
- F4.2. The Adjudicator may reject a Deposit Dispute if he believes that it is being pursued in a vexatious, frivolous or unreasonable manner.
- F4.3. The Adjudicator may:
- F4.3.1. Ask for more evidence and will set a deadline by which such evidence must be presented;
 - F4.3.2. Proceed to make an Adjudication Decision even if either party has not acted in accordance with these Terms and Conditions.
- F4.4. On receipt of the Adjudication Decision the Scheme will:
- F4.4.1. Inform the parties and provide a copy of the Adjudication Decision within 5 Working Days of the Adjudication Decision being made;
 - F4.4.2. Allow the parties a period of 10 Working Days from the date the Adjudication decision has been made the opportunity to request a Review of the Decision if it can be demonstrated there has been an error in fact or law (or both) - see Section G.

- F.4.4.3. Release the Deposit to the parties in accordance with the Adjudication Decision 5 Working Days after the 10 Working Days period has elapsed for a review, if a review has not been accepted.

F5 Confidentiality and Liability

- F5.1. All aspects of DRM are confidential unless the Scheme is ordered to make disclosure by a Court, or in so far as the enforcement procedure is concerned.
- F5.2. Notwithstanding F5.1 the Scheme and/or the Adjudicator may be required to provide information to the Development for Social Development or other Northern Ireland Executive departments.
- F5.3. The Scheme will take reasonable care in the selection of the Adjudicator. The Scheme does not accept any responsibility for any losses or expenses suffered or incurred by a User as a result of any acts or omissions by the Adjudicator.

Section G: Review of Adjudication

- G1** Either the User or the Tenant may apply to the Scheme within 10 Working Days of receipt of an Adjudicator Decision from the Scheme for a Review of the Adjudication Decision, but may only do so on the grounds that the Adjudicator has erred in fact or in law (or both).
- G2** On receipt of such an application:
- G2.1. The Scheme will invite written representations from the other party to the Deposit Dispute to enable the Scheme to consider whether the Adjudicator may have erred in fact or in law;
- G2.2. The written representations must be returned by the other party within 3 Working Days of being requested;
- G2.3. On receipt of the written representations the Scheme will decide whether to accept or reject the application.
- G3** Where a review application is rejected by the Scheme:
- G3.1. The party may not make a further application for Review of the Adjudicator's Decision;
- G3.2. The Scheme will release the Deposit money in accordance with the original Adjudication Decision within 5 Working Days.
- G4** If the Scheme decides that there is a reasonable ground for believing that the Adjudicator may have erred in fact or in law, the Scheme will accept the application and refer the Adjudication Decision for Review by an Adjudicator who was not involved in deciding the original Adjudication Decision ("Review Adjudicator"). The Review Adjudicator will only re-consider the issues raised in the Review.
- G5** The Review Adjudicator will:
- G5.1. Affirm the Adjudication Decision; or
- G5.2. Substitute the Adjudication Decision with a different decision ("Review Decision").
- G6** The Review Adjudicator's decision will set out:
- G6.1 The facts on which the decision is based;
- G6.2 The reasons for the decision; and
- G6.3 The amounts of Deposit to be released by the Scheme to the parties.
- G7** The Review Adjudicator will make the decision in accordance with G6 within 10 Working Days of receipt of instructions from the Scheme in G4.
- G8** We will send the parties the Review Adjudicator's decision and any payment in accordance with that decision within 5 Working Days of receiving the Review Adjudicator's decision.
- G9** The decision of the Review Adjudicator is final.

Section H: Miscellaneous Rules and Provisions

- H1** These Terms and Conditions and Supporting Scheme Documentation will need to be updated from time to time. Notices of any changes will be posted on our website, in newsletters and/or direct mail.
- H2** The User agrees to abide by the latest version of the Terms and Conditions notwithstanding any earlier version which was in force when the Deposit was Protected.
- H3** The Scheme may delay action if we have any concerns about a User's compliance with these Terms and Conditions, identity, fraud or money laundering.
- H4** The Scheme cannot be held responsible for intervening events beyond our control which prevent, delay or impede our ability to operate the Scheme or these Terms and Conditions.

Scheme Note: This includes (not exclusively) events such as fire, flooding, strike or terrorism.

- H5** These Terms and Conditions are governed by and shall be construed in accordance with the Order, Regulations and the laws of Northern Ireland.
- H6** Our previous DRM Decisions may not be relied upon as precedent or authority for deciding any following Deposit Dispute. Each Deposit Dispute is heard on its own individual merits and Supporting Evidence submitted by both parties.
- H7** Any Scheme notes or information posted on the website to assist and notify Users, the Tenants or parties involved with the Scheme is intended as general guidance and assistance, and is non-specific and does not override the strict requirements of the Order, Regulations or any related statutory instruments.
- H8** Any claim that a User may have against us is limited to the Protected Deposit Amount plus interest at 2% above HSBC base rate from the date of the liability being proven against us.
- H9** There are no fees payable by Users to Protect Deposits with the Scheme and neither Users or Tenants are entitled to any interest on the Deposit monies lodged with the Scheme.
- H10** Time is to be strictly interpreted and observed within all prescribed periods. The Scheme may allow additional time only if suitable evidence is given as to the cause of delay. If a statutory time regulation gives no flexibility then the Scheme cannot grant any leniency.

Section I: Complaints Procedure

- I1** Our aim is to provide a first class service to all Users and Tenants and to do everything we can to ensure that you are satisfied. If you feel that we have fallen short of this standard and you wish to complain, you should do so in writing to:

mydeposits Northern Ireland Custodial
Ground Floor, Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ

Or by email at: complaints.custodial@mydepositsni.co.uk

- I2** On receipt of a complaint we will investigate the complaint fully and respond to you accordingly.

- I3** The timescales for dealing with a complaint are as follows:

I3.1 You will receive a response from us within 24 hours.

I3.2 If we are unable to resolve the matter within 24 hours, we will provide a substantive response within 5 Working Days. After sending this response we may deem the complaint closed. If we deem the matter closed then we reserve the right not to enter into any further correspondence.

- I4** **This Complaints Procedure cannot be used to appeal against an Adjudication or Review decision as agreeing to use our DRM to resolve a Deposit Dispute means agreeing to be bound by the decision or a Review decision of the Adjudicator.**

- I5** **my|deposits Northern Ireland** is not regulated by the Financial Services Authority (FSA). The Department for Social Development are supporting the Tenancy Deposit Protection Schemes in Northern Ireland.

Appendix 1: Data Protection Notice

Scope

The Scheme is operated for the Northern Ireland Assembly by Tenancy Deposits (Northern Ireland) Limited trading as **my|deposits Northern Ireland**.

This Data Protection Notice applies to **my|deposits Northern Ireland** with regards to personal information and data collected about Landlords, Agents and Tenants in connection with a Tenancy Deposit Scheme under The Tenancy Deposit Schemes (Northern Ireland) Regulations 2012.

Personal Information

my|deposits Northern Ireland collects the information Users are asked to provide during the Scheme Account Set-Up and which is supplied during the **my|deposits Northern Ireland** collects the information Users are asked to provide during the Scheme Account Set-Up and which is supplied during the period that any Deposit is Protected by a User.

Our websites and emails use common internet tools such as cookies and beacons.

my|deposits Northern Ireland sometimes collect information about the parties from other sources, such as Tenants, land registry data, postal services data, credit checking organisations or other sources necessary to confirm identity or the instructions provided.

For more information on the Scheme's information, and collection practices (including how to delete or refuse cookies), please contact us.

Uses and Sharing

Personal information will only be handled for the purposes of the Tenancy Deposit Scheme. This includes providing Dispute Resolution Mechanism and administering the Scheme, although **my|deposits Northern Ireland** may be required to disclose details of your Scheme activities to regulators, industry bodies and other organisations for the purpose of fraud prevention and money-laundering, or if there are concerns of a criminal nature regarding your activities.

A condition of using the Scheme is that Users consent to **my|deposits Northern Ireland** sharing User details and data, including Deposit Protection details, to the relevant Local Authorities when required. The information gathered may also be used for research, historical & statistical purposes. We may be required to generate and supply anonymous data to the Northern Ireland Assembly via quarterly and annual reports.

We process data to run the Scheme. In the event of a Deposit Dispute, information and data may also be processed by an Dispute Resolution Mechanism service provider instructed by the Scheme. These organisations are required to protect data for us and cannot apply personal information for purposes unconnected with the Scheme.

Personal information may be transferred outside the UK or European Union for the purpose of providing access to the information from a website outside the European Union. We must process data in accordance with the Data Protection Act 1998.

Your Rights

Under the Data Protection Act 1998 Landlords, Agents and Tenants have the right to access any data that we hold about them. Contact us to correct any errors in the information or for more information on your rights.

Contact Details

We can be contacted at:

mydeposits Northern Ireland, Ground Floor, Kingmaker House, Station Road, New Barnet, Herts EN5 1NZ

by telephone on 0845 634 5405 for Agents and 0845 218 1060 for Landlords (note that calls may be recorded)

or by email on customerservices@mydepositsni.co.uk

Appendix 2: List of Scheme Forms

The following is a list of some of the forms that Users may need in order to join or manage their relationship with the Scheme and details of how and/or when the form can be obtained:

Name of Document	How to obtain a copy
Application Form – Landlords/Agents	Apply to us or download from Scheme website
Deposit Protection Certificate	Available online or sent by us when a User protects a Deposit
Deposit Protection Request Form	Available online or apply to us
Dispute Acknowledgement Form	Issued by us to a User or filled in online
Dispute Notification Claim Form (DNCF)	Issued by us to a Tenant or filled in online
Dispute Rebuttal Form	Issued by us to a User or filled in online
Guide for Landlords using an Agent	Issued by us to Landlord Clients. Users can download extra copies from the Scheme website
Information for Tenants	Apply to us or download from Scheme website
Joint Tenancy Information Form	Available online or apply to us
Joint Tenant Transfer Form	Apply to us or download from Scheme website
Landlord Registration Form (for Agent Users)	Issued online for Users
Dispute Resolution Mechanism (DRM) User and Tenant Guides	Available online or apply to us
Request to Un-Protect Deposit Form	Available online or apply to us

Appendix 3 The Tenancy Deposit Schemes Regulations (Northern Ireland) 2012

These can be found on the legislation.gov.uk website by searching for: The Tenancy Deposit Schemes Regulations (Northern Ireland) 2012.

 0845 218 1060 (Landlords)

 0845 634 5405 (Agents)

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