

At the end of the tenancy

- A.15 The deposit will be released following the procedures set out in clauses 6.1 to 6.15 of the Tenancy Agreement attached.
- A.16 Deductions may be made from the Deposit according to clauses 6.1 to 6.15 of the Tenancy Agreement attached. 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.tenancydepositscheme.com
- 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 former tenant or 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 or 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 or Landlord, the Agent 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 Agent from the beneficial or legal owner would be immediately met by the Agent from its own resources.
- A.21 Should the absent Tenant or 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 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 Tenants: _____

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 0300 037 1000

Web www.tenancydepositscheme.com

Fax 01442 253 193

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.

Initials: _____ (Landlord) _____ (Tenant)