WHO SHOULD READ THIS?

Tenants Agents Landlords

TDS CUSTODIAL SCHEME RULES

TENANCY DEPOSIT SCHEME

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Definitions

Adjudication means a decision about a Dispute made by the Adjudicator which is agreed as final and binding.

Adjudication Rules means the Rules for the Independent Resolution of Tenancy Deposit Disputes (as published by TDS from time to time).

Adjudicator means a person appointed by TDS to resolve Disputes.

Agent – A person or organisation acting on behalf of a landlord in relation to the management of a tenancy and/or the protection of a tenancy deposit.

Assured Periodic Tenancy – A residential tenancy in England or Wales that continues on a periodic basis and to which the tenancy deposit protection provisions of the Housing Act 2004 apply.

Deposit – Money held as security for the performance of obligations under a tenancy agreement.

Lead Tenant – A tenant nominated to act on behalf of joint tenants in matters relating to the deposit.

Member – A landlord or agent registered to use the TDS Custodial Scheme.

Relevant Person – Any person who paid the deposit on behalf of the tenant.

Scheme – The TDS Custodial tenancy deposit protection scheme operated in accordance with the Housing Act 2004.

Tenancy – A residential tenancy in England or Wales to which tenancy deposit protection legislation applies.

Terms & Conditions Overview

1. Introduction

TDS Custodial is a custodial tenancy deposit protection scheme authorised under the Housing Act 2004. The scheme ensures tenancy deposits are protected during the tenancy and returned in accordance with agreement between the parties, adjudication, or court order. The scheme applies to deposits paid in connection with assured periodic tenancies in England and Wales.

2. Summary of Deposit Protection

Landlords or agents must register deposits and transfer the deposit funds to TDS Custodial. Once received, the scheme holds the deposit in a designated account and records it on the scheme database. The landlord or agent remains responsible for serving Prescribed Information in accordance with the Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

3. Eligibility

The scheme accepts deposits relating to assured periodic tenancies in England or Wales to which the tenancy deposit protection provisions of the Housing Act 2004 apply. Only the amount paid into the scheme will be protected.

4. Governance and Compliance

Members must notify TDS Custodial if they become subject to insolvency, bankruptcy, administration, liquidation, or regulatory enforcement relating to housing legislation. TDS Custodial may request information or documentation to verify compliance with these rules.

5. User Registration

Landlords or agents must register with the scheme before protecting deposits. Accurate contact information must be provided and kept up to date.

6. Protecting a Deposit

To protect a deposit, the landlord or agent must register the deposit and transfer the funds to TDS Custodial. Each tenancy may only have one deposit registered with the scheme.

7. Confirmation of Protection

Once a deposit is protected, TDS Custodial will provide a deposit protection certificate confirming the details of the deposit.

8. Transfers Between Schemes

Deposits may be transferred between authorised tenancy deposit protection schemes in accordance with statutory requirements.

9. Repayment of Deposits

At the end of the tenancy either party may apply for repayment. Where both parties agree, payment will normally be made within 2 working days.

10. Disputes

By agreeing to our rules of membership, you also agree to our Adjudication Rules. Where the parties cannot agree on repayment, they may use the scheme's dispute resolution service. Once the complete case file has been received, both parties involved in the dispute will be notified once the case has progressed to an adjudicator. The adjudicator's decision will be final and binding.

11. Court Proceedings

Parties may choose to resolve disputes through the courts instead of the scheme..

12. Absent Party Procedure

Where one party cannot be contacted, the other may apply for repayment through the statutory declaration process.

13. Joint Landlords

One landlord may act on behalf of joint landlords in relation to the deposit.

14. Joint Tenants

One tenant must be nominated as the Lead Tenant for deposit and dispute communications.

15. Prescribed Information

Landlords remain responsible for serving Prescribed Information within the statutory deadline.

16. Data Protection

Personal data is processed in accordance with UK GDPR and the Data Protection Act 2018.

17. Complaints

TDS Custodial operates a complaints procedure for service-related complaints.

18. Liability

TDS Custodial is not liable for losses arising from events outside its reasonable control.

19. Suspension and Fraud Prevention

TDS Custodial may suspend or restrict scheme access if rules are breached or fraud is suspected.

20. Amendments

These rules may be amended from time to time. Updated rules will apply to all protected deposits.

Contents

❶ WHAT IS TDS CUSTODIAL 5

❷ SUMMARY OF HOW A DEPOSIT IS PROTECTED IN THE TDS CUSTODIAL SCHEME 5

❸ ELIGIBILITY 7

❹ USER REGISTRATION 7

❺ PROTECTING A DEPOSIT 9

❻ CONFIRMATION OF DEPOSIT PROTECTION 10

❼ TRANSFERRING THE DEPOSIT TO ANOTHER AUTHORISED SCHEME 11

❽ APPLYING FOR REPAYMENT OF THE DEPOSIT AT THE END OF A TENANCY - GENERAL 12

❾ REPAYMENT IF LANDLORD AND TENANT AGREE 13

❿ REPAYMENT IF LANDLORD AND TENANT HAVE NOT AGREE 13

⓫ APPLYING FOR REPAYMENT THROUGH THE COURTS 14

⓬ REPAYMENT IF ONE OF THE PARTIES FAILS TO RESPOND OR CANNOT BE CONTACTED 14

⓭ JOINT LANDLORDS 16

⓮ JOINT TENANTS 17

⓯ PROVIDING INFORMATION ABOUT DEPOSIT PROTECTION 18

⓰ DATA PROTECTION RESPONSIBILITIES 19

⓱ COMPLAINTS 20

⓲ JURISDICTION AND SERVICE OF DOCUMENTS 20

⓳ EXCLUSIONS AND LIMITATIONS OF LIABILITY 21

SECTION A: Introduction

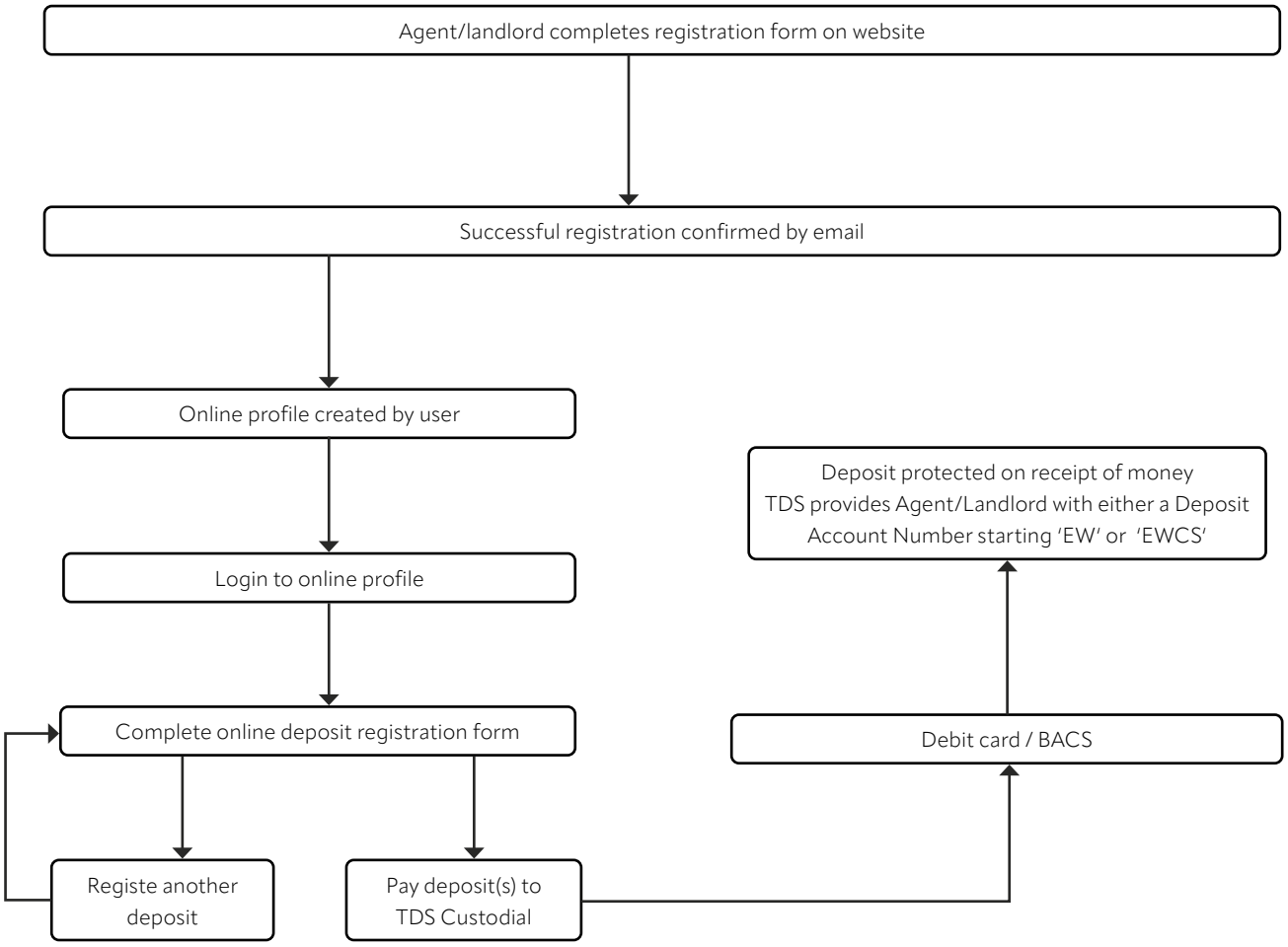
1 What is TDS Custodial

1.1 TDS Custodial is a custodial tenancy deposit protection scheme authorised by the government. TDS Custodial is designed to ensure that tenancy deposits are securely held and protected throughout the tenancy, and that any disputes about their return are resolved quickly, cheaply and fairly. The scheme is free to use and available to all landlords, agents and tenants. Further information about the scheme is given in the scheme leaflet "What is the Tenancy Deposit Scheme?".

1.2 TDS Custodial is a not-for-profit company limited by guarantee.

1.3 TDS Custodial contact details are given at the end of this document. Users of the scheme are encouraged to communicate with TDS Custodial through the online portal or by

2 Summary of how a deposit is protected in the TDS Custodial scheme



2.1 Each of the authorised tenancy deposit protection schemes has rules which landlords, agents and tenants must follow. This document contains the TDS Custodial scheme rules. The rules in this document do not apply to any other schemes which have been authorised to protect tenancy deposits.

2.2 TDS Custodial is a custodial scheme. Landlords or agents register with the scheme and pay the deposits they receive from tenants to TDS Custodial. TDS Custodial gives tenants (and anyone who paid the deposit on the tenant's behalf) access to an online account so that they can see information about the deposit and change their contact details.

2.3 If there is more than one tenant, a lead tenant needs to be nominated to deal with the deposit on behalf of the other joint tenants. When the tenancy ends, the lead tenant will be responsible for dealing with any claim for repayment and participating in any dispute about the deposit. The scheme rules explain what happens if a lead tenant needs to be replaced.

2.4 When TDS Custodial receives payment of a deposit that has been successfully registered with the scheme, it will:

- pay it into a designated account maintained for the sole purpose of holding tenancy deposits;
- write to the tenant and landlord (and any agent acting on their behalf) to confirm that this has happened; and
- make a deposit protection certificate available for the landlord or agent to download and give to the tenant.

2.5 TDS Custodial holds the deposit during the tenancy in order to keep it safe and to make sure it is available to be returned to the tenant if they have met the terms of the tenancy agreement. The scheme is funded using interest earned on the deposits.

2.6 Where there is no dispute at the end of the tenancy, the landlord (or any agent acting on their behalf) and/or the tenant tells TDS Custodial how the deposit is to be paid out. TDS Custodial will check the other party agrees before making any payment.

2.7 Where there is a dispute about the deposit and it cannot be resolved after negotiation, TDS Custodial offers an independent Alternative Dispute Resolution service to settle the dispute, as an alternative to going to court. The landlord (or any agent acting on their behalf) and tenant are invited to submit appropriate documentation to TDS Custodial, who will deal with the dispute fairly, quickly and impartially. TDS Custodial will apportion the disputed amount of the deposit and pay it to the parties in accordance with the decision of an independent adjudicator. Use of the dispute resolution service is not compulsory. It is free of charge for landlords, agents and tenants. The adjudicator's decision is final and binding. There is no right of appeal to TDS Custodial.

2.8 The TDS Custodial scheme rules set out the procedures to be followed if a landlord or tenant cannot be contacted, or will not respond to communications, at the end of the tenancy.

2.9 TDS Custodial will make forms available to landlords and agents to help them provide tenants with prescribed information. Providing this information in the correct form and within the 30 day time limit remains the landlord's responsibility.

2.10 TDS Custodial can be contacted through its customer service centre, online or by post. The online service will be available at all times, except for planned maintenance. The

customer service centre will be available from 8am to 6pm on Monday to Friday (excluding public holidays). The customer service centre can supply information and forms. If landlords, agents or tenants are unable to contact TDS Custodial online or by telephone they can write to the TDS office.

2.11 TDS Custodial must collect and retain data about deposits, and disputes about deposits, on behalf of the government. The TDS Custodial scheme rules explain what data will be collected and how it may be used.

SECTION B: Scheme Rules

3 Eligibility

3.1 TDS Custodial will only accept deposits which relate to assured periodic tenancies in England or Wales.

3.2 Only the amount that is paid into the scheme will be protected. If a landlord or agent does not pay the full deposit into the scheme, the tenant may be entitled to ask a court to award compensation. This may be as much as three times the amount of the deposit.

3.3 TDS Custodial may accept a deposit that the landlord or agent did not protect within the statutory 30 day time limit. If TDS Custodial does accept a deposit out of time the landlord or agent and the tenant will be entitled to use the TDS Custodial dispute resolution service at the end of the tenancy.

3.4 TDS Custodial is open to all landlords, agents acting on their behalf, and their tenants.

3.5 TDS Custodial is designed for easy access online. Landlords, agents acting on their behalf, and tenants wishing to use TDS Custodial online will be asked to provide TDS Custodial with a valid email address. Alternative methods of communication can be arranged with the scheme on application. Contact details are given at the end of these rules.

4 User registration

4.1 Landlords, or agents acting on their behalf, wishing to use TDS Custodial must register as users of the scheme. TDS Custodial encourages users to register through the TDS Custodial website. User registration can be completed in advance of, or at the same time as, registering a deposit with TDS Custodial.

4.2 In order to register, landlords and agents must provide TDS Custodial with all required information, including their name, address, contact telephone number, an e-mail address and confirmation of whether they are acting as an agent or as a landlord on their own account.

4.3 For tenancies involving more than one landlord, TDS will regard the member landlord (i.e. the landlord who is registered as the user with TDS) as having the authority to act on behalf of any other named joint landlords. When a member landlord protects a tenancy deposit with TDS, they will be able to record the details of any other joint landlords, and the landlord who is the registered user with TDS will be able to request the repayment of the deposit at the end of the tenancy. They should ensure that they agree their actions with any other named landlords; TDS will only take the instructions of the registered user landlord. The member landlord should manage the dispute resolution process on behalf of other joint landlords. Any deposit amount due to joint landlords will be returned to the landlord or agent registered with the scheme, who will in turn be responsible for reimbursing any joint landlord(s). TDS cannot resolve disputes between landlords.

4.4 If TDS Custodial is unable to accept a landlord's or agent's user registration for any reason, it will try to contact the applicant. If TDS Custodial is still unable to complete registration 5 working days after the application was received, TDS Custodial will reject the application. The landlord or agent will have to re-apply for user registration if they want to use TDS Custodial.

4.5 It is the landlord's responsibility to complete applications for user registration fully, correctly and in good time before the 30 day deposit protection deadline expires (or to ensure that their agent does so). TDS Custodial accepts no liability if an application for user registration is not made properly. If an applicant experiences difficulty registering online, they should contact TDS Custodial by other means, using the contact details at the end of these rules.

4.6 Applications correctly made online are completed at that point. The system will generate a secure link to allow the user to set up an online account. Welcome information will be available to the user when first accessing their account.

4.7 When an application is correctly made through the TDS Custodial customer service centre the user will be sent welcome information within 2 working days of the call. If the applicant provides an email address, the customer service centre will also send the link needed to enable the user to set up an online account.

4.8 When an application is correctly made by post, TDS Custodial will send the user welcome information within 5 working days of receipt. If the application included an email address, TDS Custodial will send the link needed to enable the user to set up an online account.

4.9 The applicant should contact TDS Custodial immediately if the welcome information or link to set up a user account is not received when expected. Failure to receive welcome information or details of how to set up an account could be an indication that user registration has not been completed. It is the user's responsibility to contact TDS Custodial if any information or response is not received when expected.

4.10 If any of the details given at registration change, the landlord or agent must provide up-to-date details as soon as they can after becoming aware of the change. The welcome information explains how to do this.

4.11 TDS Custodial will presume that any agent purporting to act on behalf of a landlord does so with that landlord's authority and TDS Custodial accepts no liability for the consequences if the agent does not actually have that authority.

4.12 TDS Custodial accepts no liability for the consequences of a landlord or agent mis-using or failing to protect their online account.

4.13 Tenants register as users of the scheme after their deposit has been protected. Once their deposit has been protected in TDS Custodial, tenants will be invited to register as users of the scheme. It is in tenants' interests to register promptly because this will give them access to information about their deposit and TDS Custodial and enable tenants to update their contact details when necessary.

4.14 Members of the scheme must comply with all applicable housing legislation, including the Housing Act 2004, the Renters' Rights Act 2025 and any regulations relating to tenancy deposit protection.

4.15 Members must ensure that all information provided to TDS Custodial is accurate, complete and kept up to date.

4.16 Members must not state or imply that a deposit is protected by TDS Custodial unless the deposit is and held within the scheme.

4.17 Members must promptly notify TDS Custodial if they become subject to insolvency proceedings, bankruptcy, administration, liquidation, banning orders, sanctions restrictions, or enforcement action under housing legislation.

4.18 TDS Custodial may request documentation or information from Members in order to verify compliance with these rules and to prevent fraud, money laundering or financial crime.

4.19 TDS Custodial may suspend or terminate a Member's access to the scheme where it reasonably believes that these rules have been breached, false or misleading information has been provided, or fraud or unlawful activity is suspected.

5 Protecting a deposit

5.1 To protect a deposit in TDS Custodial, the landlord or agent must:

- register the deposit details with TDS Custodial; and
- pay the money into TDS Custodial (by BACS, internet banking or debit card)

5.2 Registering the deposit and paying the money into TDS Custodial are both 'initial requirements' of the scheme for the purposes of section 213 of the Housing Act 2004.

5.3 If for any reason TDS Custodial is unable to process a deposit protection application (for example, if it is incomplete or illegible), TDS Custodial will promptly try to contact the landlord or agent who is attempting to register the deposit. If TDS Custodial has still not been able to process the deposit protection application within 5 working days from the date of receipt, the application will be rejected and any payment received will be returned to the sender.

5.4 After completing the processing of a deposit protection application, TDS Custodial will give the landlord, or any agent acting on their behalf, a unique Deposit Account Number (DAN). This number will start with either 'EW' or 'EWCS'.

5.5 If a landlord or an agent has not received a DAN when expected, they should immediately contact TDS Custodial, using the contact information at the end of these rules.

5.6 The DAN will be needed to pay the deposit into TDS Custodial. The DAN must be used as the payment reference for automated and card banking and written on the reverse of any cheques.

5.7 If TDS Custodial cannot match a payment to a deposit protection application, the money will be held in a suspense account while TDS Custodial contacts the payer. If TDS Custodial is still unable to match the payment 5 working days after receiving it, the money will be returned to the payer.

5.8 If a cheque has been drawn incorrectly (e.g. different amount from that shown on the deposit protection application, cheque not signed, cheque not honoured) and as a result TDS Custodial is unable to process the payment, the cheque will be returned to the sender within 5 working days of receipt.

5.9 If an incorrect payment is made, the payer must contact TDS Custodial as soon as practicable after the discrepancy is identified and give all reasonable assistance to rectify the error. Contact details are given at the end of these rules.

5.10 It is the responsibility of landlords and agents to ensure that deposit protection applications are correctly completed and submitted, and that payment is made as required by these rules, quoting the correct DAN. TDS Custodial does not accept any liability to landlords, agents, tenants or others if a deposit is not protected within the 30 day time limit because a deposit protection application was defective, or if a payment was not made in accordance with these rules.

5.11 If a deposit has not been protected by the 30 day deadline, TDS Custodial has discretion to accept a deposit out of time. If TDS Custodial does accept a deposit out of time the landlord and the tenant will be entitled to use TDS Custodial dispute resolution service at the end of the tenancy.

5.12 If TDS Custodial is unable to complete an application or accept a payment, the deposit will not be protected (see in particular rules 4.4, 5.3, 5.7, 5.8, 5.10 and 6.4).

5.13 Only one deposit per tenancy may be registered with TDS Custodial. If the tenant pays the deposit in instalments, each instalment cannot be registered as a separate deposit. If a deposit is paid in instalments, all instalments must all be registered under the same DAN. TDS Custodial recommends that landlords or agents protect the money they have received and then 'top up' the deposit within 30 days of receiving each subsequent instalment. The welcome information issued at user registration stage explains how to do this.

5.14 Each time an instalment is added, landlords and agents must update the deposit registration details to reflect the change in the amount, and must pay the appropriate sum to TDS Custodial within 30 days of receipt. In such cases, TDS Custodial will make an updated deposit protection certificate available to all the parties named on the tenancy agreement and (if any) the agent to show the increased deposit.

5.15 The procedure in rule 5.14 should be used if the tenant is required to increase the amount of their deposit, for example when a tenancy continues as an assured periodic tenancy or a tenant's circumstances change.

6 Confirmation of deposit protection

6.1 When TDS Custodial receives payment of a registered deposit in cleared funds it will promptly:

- make a deposit protection certificate available to all parties named on the tenancy agreement and the agent (if any) to confirm that the deposit has been protected
- remind the parties that the deposit is subject to these rules, and explain where to obtain a copy.

6.2 If a landlord or agent cannot access the deposit protection certificate when expected, they must promptly contact TDS Custodial, contact details are given at the end of this document.

6.3 The deposit protection certificate is not a substitute for serving prescribed information. Giving the tenant and any relevant person prescribed information (including the TDS Custodial leaflet: What is the TDS Custodial Scheme) within the 30 day time limit remains the responsibility of landlords and agents. TDS Custodial does not serve prescribed information.

6.4 If TDS Custodial receives a deposit payment before the user or the deposit has been registered, or before a DAN has been issued, the deposit shall be treated in accordance with rule 5.7 (held in a suspense account

initially, but returned to payer it if cannot be matched to a deposit registration). If payment was returned before the deposit was registered, TDS Custodial will not generate a deposit protection certificate until the landlord or agent successfully re-submits payment.

7 Transferring the deposit to another authorised scheme

7.1 Once a deposit has been protected in TDS Custodial, it will normally remain protected in TDS Custodial until it is repaid according to the rules of this scheme. However landlords and agents registered with TDS Custodial can request to transfer deposits to another authorised tenancy deposit protection scheme during a tenancy using the procedure in this rule 7.

7.2 Applications to transfer the deposit to another authorised scheme may not be made until 30 days after registration with TDS Custodial.

7.3 A landlord or agent wishing to transfer a deposit to another scheme must complete and submit a deposit transfer request in writing via email.

7.4 Transfers from TDS to another custodial scheme: On acceptance of an application, TDS Custodial will transfer any deposits that do not have an active dispute or repayment request, to the nominated scheme, together with any interest that has accumulated on the deposit.

7.5 Transfers to TDS Custodial from another custodial scheme: The landlord or agent should request the transferring scheme to transfer the deposit and accumulated interest to TDS Custodial. The transfer request should be made according to the transferring scheme's rules and procedures. On successful completion of a request, the transferring scheme will pay the deposit and accumulated interest to TDS Custodial. The landlord or agent must register with TDS Custodial as a scheme user (see rule 4) if they have not already done so, and must register the deposit in accordance with rule 5. When registration has been correctly completed and TDS has received the deposit, TDS will make a deposit protection certificate available for the landlord or agent to download and give to the tenant.

7.6 Transfers to an insurance-based scheme: TDS does not permit the transfer of deposits from any custodial tenancy deposit scheme (including TDS Custodial) into the TDS Insured Scheme. Where a deposit is held in a custodial scheme, it must remain within a custodial protection model unless otherwise permitted by that scheme's rules and applicable legislation. Landlords or agents seeking to move from a custodial arrangement must follow the relevant scheme's exit process and ensure ongoing compliance with statutory deposit protection requirements.

7.7 Transfers to TDS Custodial from an insurance- based scheme: The landlord should notify the insurance-based scheme, in accordance with that scheme's rules, that the deposit is to stop being protected in that scheme. The landlord will then need to register as a TDS Custodial scheme user (see rule 4) if they have not already done so, and must register the deposit in accordance with rule 5. When registration has been correctly completed and TDS has received the deposit, TDS will make a deposit protection certificate available for the landlord or agent to download and give to the tenant.

7.8 If a deposit transfer request has not been correctly completed and as a result TDS Custodial is unable to process it, TDS Custodial will try to contact the landlord or agent requesting the transfer for clarification. If TDS Custodial is still unable to process the deposit

transfer request after 5 working days it will reject the request and the transfer will not proceed. The landlord or agent will need to complete and submit a further request if they still wish to transfer the deposit to another scheme. Meanwhile, the deposit will remain protected with TDS Custodial.

7.9 Within 5 working days of receiving a correctly completed and submitted request to transfer a deposit out of this scheme TDS Custodial will:

- pay the deposit and any interest earned in accordance with rules 7.4 to 7.7; and
- write to the landlord, any agent acting on their behalf, and the tenant(s) named on the deposit protection certificate, to confirm the date on which the deposit ceased to be protected by TDS Custodial. The amount of deposit and interest will be included.

7.10 It will be the landlord's or the agent's responsibility to comply with initial requirements of the new scheme and serve up-to-date prescribed information on the tenant if required and any relevant person within 30 days of transferring the deposit in or out of TDS Custodial scheme.

7.11 The landlord or agent must not represent to any third party that the deposit is protected by TDS Custodial once the deposit has ceased to be protected in this scheme.

7.12 TDS Custodial will not allow a landlord or agent to transfer a deposit out of TDS Custodial after the tenancy has ended.

7.13 If a landlord disposes of the property or changes managing agent, the deposit will remain protected in TDS Custodial until transferred or repaid.

8 Applying for repayment of the deposit at the end of a tenancy - general

8.1 TDS Custodial will not release the deposit until after the landlord, their agent, or the tenant has applied for its repayment. TDS Custodial will not initiate contact with the parties to the tenancy agreement, or with the agent, at the end of the tenancy for this purpose. The landlord, their agent, or the tenant may apply to TDS Custodial for the deposit to be repaid at any time after the tenancy has ended.

8.2 If both the landlord, or agent acting on their behalf, and the tenant submit a repayment request within 30 working days of each other, the landlord's or agent's repayment request will be used as the basis for dealing with the deposit. This rule is to avoid the risk of duplication and for ease of administration.

8.3 A repayment request made on behalf of joint tenants must be completed and submitted by the lead tenant.

8.4 The landlord, or agent acting on their behalf, and the tenant should use all reasonable endeavours to try to agree on the allocation of the deposit at the end of the tenancy. As a minimum, landlords (or their agents) must inform their tenants, in writing, promptly after the end of the tenancy what (if any) deductions they propose to make from the deposit and explain why they believe they are entitled to make them. Tenants should be given a reasonable opportunity to respond.

8.5 The repayment request completed and submitted to TDS Custodial must indicate whether the deposit should be paid—

a. wholly to the landlord, or agent acting on their behalf, or the tenant, or
b. partly to one and partly to the other; and
c. if there is a dispute about any of the deposit, whether the landlord, agent or tenant agrees to use TDS Custodial dispute resolution service.

8.6 TDS Custodial encourages scheme users to submit their repayment request online, but will accept repayment requests made through the customer service centre using the contact details at the end of these rules.

8.7 If for any reason TDS Custodial is unable to process a repayment request it will contact the party who submitted it, to seek clarification. If TDS Custodial is still unable to process the repayment request within 5 working days from the date it receives the request, it will reject and return the repayment request.

8.8 When a correctly completed repayment request is submitted, TDS Custodial will promptly contact the other party or parties to the tenancy agreement and ask them to confirm within 30 working days whether they agree the proposed allocation of the deposit; partly agree but partly disagree; or disagree completely. The other party or parties will be asked, if they do not agree to the repayment request, whether they consent to use TDS Custodial dispute resolution service.

8.9 If no response has been received after 15 working days, TDS Custodial will inform the landlord, agent or tenant who submitted the repayment request that they may use the absent party payment procedure described in rule 12.

8.10 Parties requesting international payments will have to contact the TDS Custodial customer service centre by phone or e-mail. A charge will be made for an overseas payment (fixed by TDS Custodial from time to time), which will be deducted from the share of the deposit being paid. The charge will include VAT and the amount of the charge will be confirmed in advance. A VAT invoice showing clearly the amount of the charge and VAT will be sent with the notification that the payment has been sent.

8.11 If a cheque has to be cancelled and reissued a charge will also be made (fixed by TDS Custodial from time to time), which will be deducted from the share of the deposit being paid. The charge will include VAT and the amount of the charge will be confirmed in advance. A VAT invoice showing clearly the amount of the charge and VAT will be sent with the notification that the payment has been sent.

9 Repayment if landlord and tenant agree on how some or all of the deposit should be repaid

9.1 If TDS Custodial receives confirmation of agreement to the allocation of the deposit, TDS Custodial will arrange for the relevant amount(s) to be paid, in accordance with the agreement, within 2 working days.

10 Repayment if landlord and tenant have not agreed in full how the deposit should be allocated

10.1 If TDS Custodial receives confirmation of partial agreement to the allocation of the deposit, TDS Custodial will, pay the undisputed amount within 1 working day of the case progressing to evidence gathering.

10.2 If TDS Custodial receives confirmation that any part of the allocation of the deposit is not agreed, the landlord, agent or tenant responding to the repayment request will be

asked to state whether they agree to use TDS Custodial dispute resolution service to allocate the amount in dispute.

10.3 Where agreement to use the dispute resolution service is given, the disputed amount will be dealt with in accordance with the dispute resolution rules. The parties do not attend any hearing and the adjudicator will not visit the property. TDS Custodial will

pay the disputed amount according to the adjudicator's direction within 2 working days of the adjudicator's decision.

10.4 TDS Custodial will not resolve disputes about deposits unless they are protected by TDS Custodial.

10.5 TDS Custodial will not resolve disputes between landlords and tenants unless the dispute is about the deposit.

10.6 TDS Custodial will not resolve disputes that are already the subject of court proceedings.

10.7 TDS Custodial does not charge landlords, agents or tenants for using the dispute resolution service for Assured Periodic Tenancies.

10.8 If some or all of the repayment request is in dispute, and agreement to use the dispute resolution service is not given, TDS Custodial will retain the disputed amount until it receives:

a. written agreement of both parties to the allocation of the deposit; or
b. a court order that has become final directing the allocation of the disputed amount (see rule 11.3); or
c. a valid application under rule 12.

11 Applying for repayment through the courts

11.1 Dispute resolution through TDS Custodial is not compulsory. The landlord (or their agent) or the tenant can opt to go to court to resolve a dispute about the deposit.

11.2 TDS Custodial will not adjudicate or mediate a dispute about a deposit whilst court proceedings are on-going, or if the court has already decided on how the deposit should be allocated.

11.3 If a dispute about the deposit has been resolved through the courts, TDS Custodial will not be able to pay out the deposit until the court order has become final. A court order will become final:

a. If not appealed against, at the end of the period for bringing an appeal; or
b. If appealed against, at the time when the appeal (or any further appeal) is disposed of.

11.4 If a dispute about the deposit has been resolved through the courts, the landlord (or their agent) or the tenant should notify TDS Custodial once the court order has become final, and apply for payment to be made. The landlord (or their agent) or the tenant should contact TDS Custodial by email or post, using the address given at the end of these rules, and send a copy of the court order with their application.

11.5 TDS Custodial will need to satisfy itself that the court order specifies both:

a. the amount payable to the landlord and/or tenant (as the case may be); and tenant (as the case may be); and
b. that the deposit shall be used in payment or part payment of those amounts. If a court order only specifies the amount due to be paid, the landlord (or their agent) or the tenant may have to re-apply to court for a further order specifying that the deposit may be used as payment.

11.6 Within 2 working days of being provided with satisfactory evidence of the matters referred to in rule 11.5, TDS Custodial will pay the disputed amount as specified in the order.

12 Repayment if one of the parties fails to respond or cannot be contacted

12.1 If one of the parties cannot be contacted, or will not respond when contacted, the other may follow the procedure set out in this rule 12 or apply for payment through the courts (see rule 11).

12.2 Where the parties are able to negotiate, even if they are unable to agree, they should not use this procedure, but should follow the procedures set out in rules 8 to 10.

12.3 A person may apply to TDS Custodial for payment under this rule 12 if they believe they are entitled to the amount claimed and:

a. At least 14 days have passed since the tenancy ended; and
b. The landlord and tenant have not agreed on how the deposit should be allocated; and
c. No court proceedings about the deposit are taking place; and
d. The applicant has no means of contacting the other party, or the applicant has written to the other party with their proposal but the other party has failed to confirm whether or not the proposal is acceptable within 14 days of receiving it.

12.4 The amount claimed must not be more than the applicant claimed when they submitted their repayment request to the other party.

12.5 Any amount claimed by a landlord or agent must be referable to:

- Unpaid rent or any other sum due under the tenancy;
- Compensation payable for damages to the rented property;
- Compensation for loss of or damage to the contents of the rented property. The amount claimed may not include a claim for damage caused by fair wear and tear.

12.6 Applications may only be made via email or post. When applying, the applicant must submit a statutory declaration (a formal legal document, witnessed by a solicitor, notary public, or certain other court officers). The applicant's statutory declaration must, by law, state:

a. the date on which the tenancy ended;
b. that the landlord and the tenant have not reached any agreement under paragraph 4(2) of schedule 10 of the Housing Act 2004 with respect to the amount claimed, and give details of any communications between them since the tenancy ended (whether relating to the amount claimed or otherwise);
c. where the applicant is a landlord or agent, the basis on which the amount claimed is calculated, with particulars of any facts relied on to justify claiming that amount;
d. if the applicant relies on grounds that they have no means of contacting the other party, giving particulars of any address (other than the address of the rented property) and other contact details (including telephone numbers or e-mail addresses) which the applicant has had for that other party;
e. if the applicant relies on the grounds that they have not received a response to their proposal for deposit deductions or request for repayment, confirmation that there was no response and particulars of the facts relied on to demonstrate that there was no response, as well as a copy of the proposal or request and evidence that the proposal or request was sent to the other party;
f. any information the applicant has as to the whereabouts of the other party;
g. that the applicant agrees to use the scheme's dispute resolution service if the other party disputes the proposal;

h. that the applicant considers that they are entitled to be paid the amount claimed;
i. that the applicant makes the statutory declaration knowing that if they knowingly and wilfully make a false declaration they may be liable to prosecution under the Perjury Act 1911; and
j. where the applicant is a tenant, that the tenant agrees to use the scheme's dispute resolution service if the tenant disputes that the landlord should be paid.

12.7 TDS Custodial may ask the applicant to submit such further information/evidence as it reasonably requires in order to satisfy itself that the applicant is entitled to be paid the amount claimed.

12.8 If an application for payment under this rule 12 is defective, TDS Custodial shall be under no obligation to proceed until the defects have been rectified to TDS Custodial reasonable satisfaction.

12.9 If TDS Custodial receives a correctly completed application under this rule 12 TDS Custodial will attempt to contact the other party and ask them whether they agree to the proposed allocation of the deposit, in full or in part. The other party will be given 14 days from receipt to respond. TDS Custodial will also ask whether, if allocation of the deposit is not agreed, the other party agrees to use the TDS Custodial dispute resolution service.

12.10 If the other party does not inform TDS Custodial that they object to the amount claimed within the 14 day deadline, then as long as the applicant has submitted a statutory declaration that complies with rule 12.6, TDS Custodial will pay the amount claimed to the applicant, within 10 days after expiry of the 14 day deadline.

12.11 If the other party informs TDS Custodial that they agree to the amount being claimed, or part of the amount being claimed, TDS Custodial will make the applicable payments within 2 working days of receiving notification of that agreement.

12.12 If the other party objects to some or all of the amount claimed within the 14 day deadline, but agrees to use the TDS Custodial dispute resolution service, TDS Custodial will resolve the dispute about that amount in accordance with the dispute resolution rules.

12.13 If the other party objects to some or all of the amount claimed within the 14 day deadline, but does not indicate whether or not they want to use the TDS Custodial dispute resolution service, TDS Custodial will assume that the other party agrees to use the service. TDS Custodial will resolve the dispute in accordance with the dispute resolution rules unless it becomes aware that the deposit is the subject of court proceedings (see rule 10.6).

12.14 Subject to rule 12.15 if the other party objects to any of the amount claimed and objects to using the TDS Custodial dispute resolution service, TDS Custodial will not pay the money in dispute to either party until the dispute is resolved by order of the court or by agreement. Once satisfactory evidence of agreement or a final court order has been provided to TDS Custodial, TDS Custodial will pay the deposit according to that order or agreement (see also rule 11).

12.15 If a party has refused to use the TDS Custodial dispute resolution service, they may apply to use it at a later date, as long as the dispute is not the subject of court proceedings or has not already been resolved through the courts or been resolved by a legally binding agreement or settlement.

13 Joint landlords

13.1 Any one of the joint landlords can register as a user of TDS Custodial. They will be presumed to have the authority of all co-landlords and their actions and decisions when using TDS Custodial will be binding on their co-landlords.

13.2 TDS Custodial will normally pay to the landlord or agent who is registered with the scheme any deposit that is due to joint landlords. It is the responsibility of the registered user to account to the joint landlords.

14 Joint tenants

14.1 Where there are joint tenants, one of them must be appointed as lead tenant for the purposes of dealing with the deposit and TDS Custodial on behalf of the other joint tenant(s).

14.2 The landlord or agent must explain to the tenants the role of the lead tenant when joint tenants take a tenancy. The first tenant to raise a repayment request will become the lead tenant. It is the tenants responsibility to ensure that they have the consent of all joint tenants to act on their behalf. TDS will not deal with a dispute between tenants in the event there is a dispute over the lead tenant.

14.3 If tenants wish to change their lead tenant during the tenancy, they can ask the lead tenant to make this change online or by contacting TDS Custodial using the contact details at the end of these rules.

14.4 Each joint tenant will be able to set up their own user account with TDS Custodial, from which they can see information about the deposit and update their individual contact details. TDS Custodial will send its communications to all joint tenants.

14.5 Where joint tenants wish to apply for deposit repayment, the repayment request must be submitted by the lead tenant.

14.6 Where a landlord or agent submits a repayment request, TDS Custodial will send a copy to all the joint tenants, but only the lead tenant will be able to submit a response (see rule 8.3).

14.7 If the lead tenant does not respond to a repayment request, TDS Custodial will invite the remaining joint tenant(s) to become (or nominate) the replacement lead tenant.

14.8 If joint tenants contribute to a deposit in unequal shares, the person who submits a repayment request and the person who submits a response will each have the opportunity to say how any deposit re-payable to the tenants is to be apportioned at the end of the tenancy. If there is a difference between the landlord's apportionment and the lead tenant's apportionment, the lead tenant's request will prevail. If co-tenants object to the lead tenant's apportionment, they can advise TDS Custodial. However if all the joint tenants cannot agree on how to apportion the deposit among themselves, TDS Custodial will pay the tenants in equal shares. If there is a dispute, following adjudication any amount due to the tenants will be distributed equally between the tenants.

14.9 If a joint tenant wishes to leave the property, the landlord or agent should notify TDS Custodial through their online account (or by contacting TDS Custodial using the details given at the end of these rules). TDS Custodial will contact the prospective leaver and ask them to respond within 5 working days confirming whether or not they agree they are leaving the tenancy. If they object, or do not respond, there will be no change to the deposit protection arrangements. If the

prospective leaver confirms their departure, TDS Custodial will pay the leaver their share of the deposit. It will be the landlord's or agent's responsibility to protect any contribution to the deposit received from a replacement joint tenant, within the 30-day statutory deadline of receiving it. As only one deposit can be registered per tenancy, deposit instalments from assignee tenants must be added to any deposit already registered for that tenancy (see rule 5.13).

15 Providing information about deposit protection

15.1 Further information about TDS Custodial and the scheme, including these rules, the dispute resolution rules and the scheme leaflet, is available from the website **www.tenancydepositscheme.com.**

15.2 It is the responsibility of landlords and agents acting on their behalf to comply with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007 as amended. A copy of the Order (Statutory Instrument 2007 No 797) is available free to download at **www.legislation.gov.uk**

15.3 TDS Custodial will make a deposit protection certificate available to all parties named on the tenancy agreement and the agent (if any) to confirm that the deposit has been protected when a deposit is registered on the TDS Custodial tenancy database. TDS Custodial is not responsible for providing a certificate or the Prescribed Information to tenants or relevant persons. It remains the responsibility of landlords and agents acting on their behalf to provide the Prescribed Information to the tenant and any relevant person. Landlords and agents acting on their behalf should serve Prescribed Information within the statutory time limit when there is a change in the tenant, landlord, tenancy property, deposit amount, or deposit protection scheme, or they could risk the tenant (and any relevant person) bringing legal proceedings under the Housing Act 2004. Landlords and agents acting on their behalf should consider serving Prescribed Information if and when any of the information originally provided changes.

15.4 TDS Custodial will provide scheme leaflets in hard copy on request or electronically for landlords and agents acting on their behalf to pass on to tenants and relevant persons. Landlords and agents acting on their behalf must give tenants and relevant persons a copy of the scheme leaflet as part of their Prescribed Information obligations.

15.5 TDS Custodial has an obligation to collect and maintain appropriate data on each deposit that it protects. Landlords and agents acting on their behalf are required to submit data, on each deposit that they apply to protect, within the statutory time limit of when the deposit was first received or deemed to have been received.

15.6 If the landlord or agent acting on their behalf is not able to enter the data online, they should contact TDS Custodial within 7 days of receiving the deposit. (This deadline is in the landlord's and agent's own interest to ensure that statutory timescales will be met).

15.7 Subject to rule 15.8, any of the following changes during the tenancy must be recorded and entered directly on the TDS Custodial tenancy database by the landlord or agent acting on their behalf within 30 days of their taking place:

a. names or contact details of tenant;
b. sale (or other ownership transfer) of the property;
c. change in managing agent;

d. issue of a replacement tenancy agreement or statutory continuation of the tenancy;
e. change in the amount of the deposit.

15.8 If the landlord or agent acting on their behalf is not able to enter the data online, they may record changes to a tenancy by telephoning the TDS Custodial customer service centre.

15.9 Where a dispute arises, TDS Custodial must collect and maintain the following data for each dispute:

a. name and contact details of each tenant;
b. property address to which the deposit relates;
c. name and address of the landlord;
d. total value of the deposit;
e. total value of the disputed amount;
f. nature of the dispute;
g. outcome of the dispute.

15.10 Landlords and agents acting on their behalf must co-operate with TDS Custodial in collecting the data required by TDS Custodial. It is the responsibility of landlords and agents acting on their behalf to make sure that they have all necessary licences and consents to enable them to do so lawfully.

15.11 TDS Custodial may request from landlords and agents acting on their behalf such other information as may be necessary for the purposes of operating the scheme or the dispute resolution service or providing statistical information to the Ministry of Housing, Communities and Local Government.

16 Data protection responsibilities

16.1 TDS Custodial processes personal data in accordance with UK GDPR and the Data Protection Act 2018. It has suitable systems and controls to comply with data protection principles, namely that such personal data must be fairly, lawfully and transparently processed; collected for specified, explicit and legitimate purposes; adequate, relevant and limited to what is necessary; accurate and, where necessary, kept up to date; retained no longer than necessary; processed in accordance with the rights of data subjects; kept secure; and transferred internationally only where appropriate safeguards are in place.

16.2 Landlords and agents acting on their behalf must provide TDS Custodial with such information as it reasonably requires, both routinely and on request, on the appropriate form, online, or by e-mail. Forms are available direct from TDS Custodial or by downloading from the website **www.tenancydepositscheme.com.** It is the responsibility of landlords and agents acting on their behalf to ensure that they have complied with UK GDPR and the Data Protection Act 2018 in relation to any personal data which they transfer to TDS Custodial.

16.3 Landlords and agents acting on their behalf must, without charge, provide copies of or, at TDS Custodial request, allow TDS Custodial to examine, any records and/or documents that TDS Custodial considers may be relevant to a deposit.

16.4 Landlords and agents acting on their behalf must provide such reasonable assistance as TDS Custodial may request from time to time, such information as TDS Custodial may reasonably require to reduce the possibility of money laundering and/or fraud, and such information as TDS Custodial may be required to collate by the Ministry of Housing, Communities and Local Government.

16.5 By registering to use the scheme, landlords and agents acting on their behalf are deemed to give TDS Custodial their consent to store, copy or otherwise process such information as they may supply concerning their use of the scheme and any dispute in which they are involved and:

a. disclose it to other parties and organisations which TDS Custodial considers to be appropriate to the resolution of a dispute;
b. use it for confidential survey and research purposes;
c. disclose it to relevant bodies who have an interest in and/or a duty to maintain and sustain good practice and the integrity of the scheme or their profession; and
d. disclose it to relevant bodies for the purpose of conducting identity checks to reduce the risk of money laundering and fraud.

16.6 By registering to use the scheme, landlords and agents acting on their behalf represent and warrant to TDS Custodial that:

a. they are appropriately registered with the Information Commissioner (unless they are exempted from doing so) and will provide written proof of registration upon request from TDS Custodial within 14 days of any such request being made;
b. they are and will remain the data controller of all their tenants' and (if an agent) landlords' personal data and any relevant person's data and will comply with the UK GDPR and the Data Protection Act 2018 (as amended) in all respects for as long as they are a user of the scheme or subject to an undischarged undertaking given to TDS Custodial;
c. they will inform tenants and any relevant persons and (if an agent) landlords of the purposes for which TDS Custodial may use their personal data, including the fact that TDS Custodial or the Ministry of Housing, Communities and Local Government may invite tenants and landlords to participate in surveys from time to time.

16.7 The Ministry of Housing, Communities and Local Government has appointed TDS Custodial as administrator of the scheme to act on their behalf to gather and process information obtained from landlords and agents and other sources, for the purpose of safeguarding deposits and facilitating the resolution of disputes. The Ministry of Housing, Communities and Local Government may ask TDS Custodial to provide information about tenancies generally for the purpose of fulfilling its statutory functions.

17 Complaints

17.1 TDS Custodial is committed to providing an excellent deposit protection and dispute resolution service to agents, landlords and tenants.

17.2 TDS Custodial and landlords (and agents acting on their behalf) agree that each of them will deal with complaints in a constructive, helpful and courteous way.

17.3 The procedure for receiving and dealing with complaints about service is available on the website **www.tenancydepositscheme.com.**

18 Jurisdiction and service of documents

18.1 These rules shall be governed by the laws of England and Wales.

18.2 Any legal proceedings to be served in respect of the rules which are to be served outside the said jurisdiction shall be deemed to be sufficiently served if they are sent by first- class surface or airmail post (provided they are properly addressed and the correct postage has been paid).

18.3 All legal proceedings served by or on behalf of TDS Custodial may be in English without the necessity for translation into any other language.

18.4 In this rule, "address" shall include electronic addresses where the context requires. the "last-known address" of a landlord, agent or tenant shall be the address current on the TDS Custodial tenancy database at the time a notice or document was sent.

18.5 Except where the Housing Act 2004 provides otherwise, the provisions for the delivery and service of notices and other documents relating to or required by these rules (other than legal proceedings) are as follows:

a. service by text message or other standard messaging or similar service shall not be proper service.
b. notices and other documents sent (including courier service) to the last known address of the intended recipient shall be treated as having been received and served:

i. By hand or courier service:
- on the day after delivery if delivered before 17.00 hours; or
- on the second day after delivery if delivered after 17.00 hours.

ii. By special or recorded delivery:
- at the time proof of delivery was obtained from the actual recipient.

iii. By ordinary first-class post:
- on the second day after the day of posting.

iv. By ordinary second-class post:
- on the fourth day after the day of posting.

v. By electronic means:
- at the time of transmission if sent before 16:00 hours; or
- the day after transmission if sent after 16:00 hours.

18.6 Where there is a dispute about service of a notice or other document, the burden of proof shall be on the sender.

18.7 Service on TDS Custodial of any document relating to actual or intended legal proceedings must be by post and marked for the attention of the company secretary. TDS Custodial does not accept service of documents relating to actual or intended legal proceedings by e-mail. Until further

notice, TDS Custodial address for service will be: Tenancy Deposit Scheme, West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG.

19 Exclusions and limitations of liability

19.1 If at any time after the submission of a dispute to TDS Custodial, a party proceeds to make a claim in relation to any element of a dispute via the courts, they must inform TDS Custodial. If the party/ies fail to do so, and as a result an adjudication decision is made and an award paid, TDS Custodial will not be liable to retrieve or reimburse any such payment, even if the court ultimately makes a different decision from the adjudicator. The party/ies who failed to notify TDS Custodial of such court action must indemnify TDS Custodial for any losses, claims or actions in respect of such payment. TDS Custodial will not accept any complaint from any party/ies in respect of such a failure.

19.2 TDS Custodial does not accept liability for the actions or omissions of any third party who is neither an employee of TDS Custodial nor an adjudicator acting in the course of their duties.

19.3 TDS Custodial does not accept liability for losses occurring or costs incurred as a result of any event which is outside TDS Custodial's reasonable control (such as, without limitation, computer failure, industrial or terrorist action, fire, epidemic, flood, serious adverse weather conditions and any other event generally considered to be a force majeure or an Act of God).

19.4 TDS Custodial does not accept liability to any one or more joint landlords for acting on the instructions of any other joint landlord. TDS Custodial does not accept directions from joint landlords to deal only with instructions agreed unanimously by joint landlords. Agents should explain this to their clients in their terms and conditions of business.

19.5 If a joint landlord dies, it will be their personal representatives' responsibility to notify TDS Custodial and to indicate whether the joint landlord owned the property as beneficial joint tenant or tenants in common. The personal representatives should take legal advice if they are uncertain of the meaning of these terms, or do not know which applies. A probate solicitor will usually be able to help.

19.6 TDS Custodial may delay or suspend registration to use the scheme or delay or suspend an application to protect a deposit in order to enable further consideration of the application (for example, where there is a reasonable suspicion that someone is attempting to commit fraud). TDS Custodial will notify a landlord or agent acting on their behalf where there is a delay in processing their registration, but shall not be liable for any cost to the landlord or agent acting on their behalf of, or for any consequential or economic loss arising from, a delay in processing, or rejection of, a registration to use the scheme or protect a deposit.

19.7 TDS Custodial does not accept liability for cheques missing in transit or any money sent to TDS Custodial electronically which does not reach the TDS Custodial account. If a landlord or agent acting on their behalf expects to receive a payment from TDS Custodial and it has not arrived, they must notify TDS Custodial promptly and co-operate with TDS Custodial in resolving the problem.

19.8 Various other exclusions and limitations appear in these rules and in the dispute resolution rules and shall have no lesser effect if not repeated in this Rule 19.

19.9 If required by law, regulatory direction, or changes to scheme authorisation arrangements, TDS Custodial may transfer protected deposits to another authorised tenancy deposit protection scheme in accordance with applicable legislation and will notify affected parties as required.

20 Amendments

20.1 These rules and the Adjudication Rules may be amended by TDS Custodial from time to time and all such amendments shall be deemed incorporated and shall take effect on the next working day after TDS Custodial notifies such changes to landlords and agents acting on their behalf, or such later date as the notification may specify.

20.2 Landlords and agents acting on their behalf agree to abide by the Adjudication Rules as amended and in force from time to time, even if an amendment to the rules, or a later edition of the rules, is implemented after a deposit has been protected in the scheme.

20.3 If, in TDS Custodial opinion, proposed changes to any rules are significant, TDS Custodial will consult with landlords and agents acting on their behalf to the extent and in the manner it deems appropriate, and consider their representations, before deciding whether to implement such a change.

20.4 If any court in England and Wales should decide that any scheme rule is unreasonable or for some other reason unenforceable, only so much of the rule as is unenforceable shall not apply. Similarly, if a court should decide that any amendment to a scheme rule is unenforceable, the rule as it was immediately before amendment shall continue to apply (to the extent that is possible without altering the general intent and purpose of such of the amended rules as are enforceable or any landlord's or agent's undertaking which has not been discharged).

TENANCY DEPOSIT SCHEME

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