mydeposits

Insured-backed conditions of resolution

July 2026

Contents

Introduction

These conditions of resolution sit alongside the scheme rules and explain how end of tenancy issues are handled when there is a disagreement about the return of the deposit. They set out what tenants and members (known as ‘property managers’) must do, what evidence is needed, and how our resolution service decides outcomes.

Our process is designed to help the parties resolve matters quickly and free of charge as an alternative to going to court. Parties are first encouraged to use the portal to discuss the issues and try to reach an agreement. If an agreement cannot be made, our resolution team will review the evidence and submissions provided and make a decision on how the deposit should be returned. Please note, decisions made through the scheme are final and cannot be appealed within the scheme.

The scheme acts impartially and decides cases based solely on the evidence provided. We consider the tenancy agreement, relevant legislation and principles of fair wear and tear. Any award must be supported by evidence and be reasonable and proportionate up to the amount of the protected deposit.

Parties may choose to resolve the issues through the courts instead of using our process. Where court proceedings start, we hold the unresolved amount in line with legislative requirements until a valid court order or resolution outcome is received.

Section A: End of tenancy actions and responsibilities

At the end of a tenancy, it is important that both the tenant and the member take the correct steps to make sure the tenancy is accurately closed and the deposit return process can begin. Once the tenant has left the property, the member must update the tenancy status in the Total Property portal by recording the actual date the tenant left the property. This is to make sure that the information held by the scheme is correct and triggers the 90 day protection period, which runs from the date the tenant vacated the property. Please remember, all discussions, actions and any progression toward a release or resolution must take place within this timeframe. Following the best practice guidance in this section helps both parties prepare for the deposit return and reduces the chance of delays or issues later in the process.

Tenant responsibilities

The tenant should make sure that all rent due has been paid, contact the member to discuss the return of the deposit and register their account with us. Once registered, they can use the portal to communicate with the member, negotiate the return of the deposit, or accept any proposed deposit release terms if the member has already started the process.

Member responsibilities

The member should arrange the check out inspection before contacting the tenant to discuss the return of the deposit. They must also end the tenancy through the portal and record the date the tenant vacated the property. A 90 day protection period begins from the date the tenant left the property, this period sets the timeframe for any actions relating to the deposit through the portal. Once this period has expired, no further action can be taken unless a resolution has been initiated.

The member should also encourage the tenant to register their account with us.

Member's options once the tenancy has ended:

1. **Do nothing further:**

   If the member and tenant have already discussed and agreed the deposit return outside the portal then no additional action is required. However, either party may still start a release at any time during the 90 day protection period.

2. **Start a release:**

   If the member wants to begin the deposit return process through the portal, they can start a release straight away.

Uncontactable tenant

If the member is unable to contact the tenant at the end of the tenancy, they should still carry out the check out inspection as normal and record any proposed deductions from the deposit. The member should continue attempting to contact the tenant, informing them of the intended deductions and keep a record of all attempts of contact that has been made. The member can submit a release request through the portal based on their position at the end of the tenancy. Once this has been done, the tenant will receive a notification from us about the release request, along with guidance on how to respond within 90 days of leaving the property.

Uncontactable member

If the tenant is unable to contact the member at the end of the tenancy, they may start a release request through the portal at any time within 90 days of leaving the property. Once the release has been submitted, the member can respond to discuss or negotiate the return of the deposit. The tenant may also progress the release without a member response under certain circumstances.

Section B: Managing the deposit release

In most cases, the member will already have recorded the vacation date at the end of the tenancy. If no date has been recorded, or if the tenant provides a different date, the date confirmed during the release process will start the 90 day protection period.

Once the protection period expires, no further action can be taken through the portal unless the release has already progressed to the resolution stage.

The release is the formal process within the Total Property portal used to determine how the deposit should be returned at the end of a tenancy. It is the first step in deciding whether the tenant should receive the full deposit back or whether the member intends to propose deductions.

While the parties may communicate informally outside the portal, only actions completed within the portal are recognised as part of the formal end of tenancy and resolution process. Using the portal makes sure that all communications, offers, evidence and agreements are accurately recorded and acknowledged by the scheme.

Either the member or the tenant may start a release when further discussion is needed about the return of the deposit, for example, when deductions are being proposed or where the tenant has been unable to contact the member.

When a release is started, both parties are asked to confirm the tenant's vacation date. This date starts the 90 day protection period, during which all negotiations and any progression to the resolution stage must be completed. After this period expires, the deposit protection ends and no further action can be taken unless the release has already moved into resolution.

Reminder - all negotiations and any progression to the resolution stage must take place within this window. Once the protection period expires, no further action can be taken unless the release has already moved into resolution.

Open stage

Member initiated release

With settlements:
The member can provide their settlement position through the portal and upload all supporting evidence when proposing deductions from the deposit. This allows the tenant to review the proposed settlements and helps both parties work towards an agreement.

Once submitted, the release moves into the **open** stage and will wait for one of the following actions from the tenant:

- **Agreement:**
  The tenant confirms that they agree to all proposed settlements and has received any agreed payment from the member, where applicable. The release request then moves to the **accepted** stage and the deposit protection is **ended**

- **Counter-offer:**
  The tenant proposes a revised offer, including reasons and any supporting evidence. In this situation the release request moves to the **negotiation** stage
- **No response:**
  If the tenant does not respond, the 90 day protection period will continue to run. Once it expires, the release request will move to the **closed** stage and the deposit protection will end. No further action can be taken through the portal at that point

Without settlements:
If no settlements are proposed, the member can confirm that the full deposit is to be or has been returned to the tenant. In this scenario, the release will move into **unclaimed** status.

Tenant initiated release

The tenant may request the return of their full deposit. Once submitted, the release enters the **open** stage and the tenant will wait for one of the following responses from the member:

- **Settlements proposed:**
  If the member proposes deductions from the deposit, the release request will move to the **negotiation** stage
- **Full deposit returned:**
  If the full deposit amount is being or has already been returned to the tenant, the release request will move to the **unclaimed** stage

After 10 working days the tenant can move the matter to negotiation if the member does not respond. The tenant can also move the matter to resolution 30 days after they leave the property if the member continues to not respond.

Negotiation stage

When a release progresses to the negotiation stage, the member and tenant can discuss the proposed settlements and accept or propose new offers. There is no limit to the number of offers either party may make.

The parties are encouraged to use the portal's chat feature to help reach an agreement. Please note, all messages can be viewed by our team, although the team will not actively monitor the discussions. Communications should therefore remain professional and respectful.

The parties should be aware that all discussions and negotiations through the portal must take place within the 90 day protection period, which starts from the date the tenant left the property. If either party anticipates that they may need to start the resolution process, they should make sure they do so before the protection period expires as no further action can be taken once the deposit protection has ended.

If an agreement cannot be reached after both parties have made settlement offers, either party can start the resolution process. They may request that our resolution team determine the outcome or notify us that the issues will instead be resolved through the courts. When starting or responding to a resolution, the tenant must confirm how much of the agreed deposit, if any, they have already received from the member.

Unclaimed stage

Once the member confirms that the full deposit amount is being or has been, returned to the tenant, or when an agreement is reached on all settlements through the release request, the release will move to the unclaimed stage. It will then await one of the following actions from the tenant within the 90 day protection period that starts from the tenant's vacation date:

- **Confirmation that the agreed amount has been received**
  In this case, the status of the release request will move to **accepted** and the deposit protection will end. No further action can be taken through the portal
- **Confirmation that the agreed amount has not been received**
  In this case, the status of the release request will move to **negotiation** for the member to respond
- **No response from the tenant**
  If the tenant does not respond within the 90 day protection period, the status of the release request will move to **closed**, and the deposit protection will end. No further action can be taken through the portal

Accepted stage

Once the tenant confirms they have received the full deposit, or both parties agree on the settlement amounts, the release will be marked as accepted, and the deposit protection will end. After this, no further release requests can be submitted and the resolution process will no longer be available.

Closed stage

If, 90 days after the tenant has vacated the property, the release request remains unresolved, the tenant has not responded, and no formal dispute resolution process has been initiated, the release request will be closed and the deposit protection will end.

After this, no further release requests can be made and the resolution process will no longer be available.

Section C: Resolution acceptance criteria

Either party can start the resolution process after using the release process to negotiate. Any amounts that have already been agreed can be settled, while any remaining disputed issues can proceed to a resolution case.

Before a case can progress to the resolution stage, the party starting the request must make sure, to the best of their knowledge, that the required criteria have been met:

- The issues raised must fall within the scope of the deposit return process
- Both parties should have made genuine efforts to reach an agreement through the release and negotiation stages first

To make sure of fairness and consistency, every case is assessed against these acceptance criteria before it is taken forward by the resolution team. This assessment confirms that the correct steps have been followed, that the dispute is appropriate for resolution, and that the scheme has sufficient information to proceed.

Reasons to not accept a case

We may not accept the case for any of the following reasons:

- The tenant has not left the property or used the release process
- The tenant has not paid all rent owing under the tenancy agreement
- A release request has not been started within 90 days of the tenant vacating the property
- The issues requiring resolution are not about the deposit return
- Court proceedings have already been started and relate to the tenancy issues raised with us (unless they have been withdrawn or are stayed for mediation purposes or the court has subsequently directed that the matter be dealt with by our resolution process)
- There are allegations of fraud, police involvement, criminal activities, duress or harassment by either party
- It would be more appropriate for the case to be dealt with by the courts. This would happen if, in our opinion, we would be unable to make a decision based on the evidence or the case contains complex legal issues

If we decide not to accept a case, then we will contact both parties and explain the reasons for this outcome.

If at any stage, we are made aware of more information relating to a case which affects the reasons why a case was either accepted or rejected, we may change our initial decision and will provide full written reasons for this change.

Joint tenants

If the case relates to a joint tenancy, then the lead tenant will raise and deal with the case. Tenants can change the lead tenant at any stage up to resolution. The lead tenant must always:

- Manage all aspects of the case personally
- Have permission to act for all the joint tenants
- Agree to share any money fairly among all joint tenants
- Accept responsibility for any claims or losses made by the other joint tenants against us
- Notify all the joint tenants that we are unable to resolve any matter between themselves

The other joint tenants will have 'read only' access to the resolution case so they can see its progress.

Authorised parties

We may allow an interested party to raise and handle a case as the tenants 'authorised representative' once we have had written confirmation that they are authorised to act. The authorised representative must inform us in writing, providing reasons and evidence why they are acting on behalf of the tenant. Reasons for acting on behalf of a tenant may include:

- Tenant's difficulty with language or understanding the issues
- Tenant's disability, incapacity, or sickness
- Tenant's absence from the UK

We may allow an authorised representative to handle a case on behalf of a private landlord member on the same basis as above.

Our decision to accept an authorised representative to take responsibility for the case is final and we may require proof of identification or other evidence and documents, including any 'enduring power of attorney', 'lasting power of attorney' or other agency agreement. If we accept the authorised representative, the definition of 'tenant' is extended to the authorised representative.

A company landlord or agent member will not be allowed to give authority for another party to act on their behalf in a case. Roles may be assigned to different users through the portal to accommodate for the fact they are a company with employees.

Third party costs

If a party instructs a solicitor or any other professional representative, the costs must be paid by the instructing party. We will not award any costs for professional representation unless specified in a court order.

Miscellaneous

- The parties are encouraged to discuss and settle the case before we make a binding decision using our negotiation portal
- If the parties reach agreement after resolution has been started, both parties must provide written proof of any agreement and signed instruction. We may independently check the authenticity of the signed agreement

- The member is responsible for confirming all proposed settlements. We may request more information if the agreed amounts are unclear, or we will use the evidence provided to make a decision.
- Each party is responsible for any costs and/or expenses incurred that relate to a case. We will not award for preparing a case
- No award will be for more than the protected amount
- The tenant will respond to the member's settlements by either agreeing with them or proposing a new offer amount, including reasons to support this offer. The tenant will also need to upload all supporting evidence to help reach an agreement

Section D: Initiating resolution

Before a case can move into the resolution stage, both parties must agree to use the scheme's resolution process. If either party chooses to resolve the matter through the courts, the case will be handled through the court process instead.

If either party fails to respond when resolution is started, this will be treated as non-agreement to any offers made during the negotiation stage. If they did not engage in the negotiation stage, their lack of response will be treated as confirmation no agreement has been reached. In either case, if the requesting party chooses to proceed with resolution, the case will continue through the resolution process.

In line with legislative requirements, the member must lodge the unresolved deposit amount with the scheme. This will be held until the resolution process or court proceedings have been completed.

Lodging the unresolved amount

The member cannot begin the resolution process until the disputed deposit amount has been lodged with the scheme.

If the tenant starts resolution, the member will be given a set timeframe to lodge the unresolved amount. If they fail to do so, the case will continue as a default resolution.

During the resolution process, the scheme may be required to amend the disputed amount at any time. The member must lodge the amount that the scheme decides to be the unresolved amount, when requested.

If the tenant starts resolution and the member does not lodge the disputed amount, the case will proceed as though the member has agreed to resolve the dispute through resolution. The case will then continue as a default case, and we will make a binding decision on how the disputed deposit amount should be returned.

Evidence review stage

Solution method

The party initiating resolution must make sure their settlement positions are up to date and start resolution through the portal. They will be asked to confirm whether they want the matter to be resolved through our resolution process or through the courts.

If the initiating party selects resolution, the responding party must also confirm whether they agree to use our resolution process or if they prefer the courts.

Evidence confirmation

Where both parties agree to resolution, each party will be required to confirm their evidence in the portal within the timeframe provided. This evidence will be treated as final and further evidence may only be added if requested by our resolution team.

Court

Either party may choose to resolve the matter through the courts. When starting or responding to resolution, the tenant must confirm how much of the agreed deposit they have already received. The member must then lodge the unresolved amount with us, and any payments will be released once a valid court order is received.

Tenancy Deposit Solutions Limited t/a mydeposits (TDSL) must not be named as a defendant in court proceedings. If we are added as a party to the proceedings we will apply for removal and seek to recover our costs.

The party opting for the court process has six months to provide an issued court claim. If none is received, the unresolved amount will be released to the other party. Once a valid court claim is received within this timeframe, we will hold the unresolved amount until a court order is provided and may retain it briefly after that to allow for any appeal.

Court orders should clearly state how the deposit is to be released. If it doesn't, we may request further information needed before releasing the unresolved amount.

If the court refers the case back to us, both parties must confirm the evidence they want our resolution team to consider within the required timeframe.

Section E: Evidence

The deposit belongs to the tenant unless the member proves, with evidence, that they are entitled to any proposed settlements. Both parties to the case are responsible for setting out their position clearly, which includes providing us with relevant evidence.

When agreeing to use our resolution process, the member and tenant accept that we act as an impartial party and have total discretion to assess the evidence provided. Both parties will be able to respond to each other's position but there will be no cross examination and our decision will be made on the positions and the evidence provided.

All evidence provided must be relevant to the issues in dispute and proportional to the case. If a case is particularly complicated, involves matters outside the protected deposit amount, or includes a large volume of evidence, we may advise that the court may be better placed to deal with the case.

We will not be responsible for any errors or omissions resulting from incomplete, illegible, unclear, contradictory or misleading information or evidence provided by either party, as long as we have taken reasonable care when considering the case. This is particularly important when a large amount of evidence has been submitted.

Important evidence

The most important documents in a case are:

- The tenancy agreement
- Signed and dated check-in and check-out reports (including inventory and schedule of condition)
- Dated photographic and/or video evidence

Any costs that a member wants to deduct from the deposit should be supported by valid invoices, receipts or estimates.

Our guides and case studies on our website give detailed information on how we consider evidence. As a summary:

- The check-in/out report is likely to carry more weight as evidence if it has been reviewed or signed by the tenant, or completed by an independent inventory clerk. If the independence of a report could be questioned, the party relying on it should explain why they consider it to be independent. If the tenant did not review or sign the report, the member should explain why and provide evidence that the tenant was given the opportunity to do so
- Photographic and video evidence can be used to support the party's position. However, if they are separate to the check-in or check-out reports and not date stamped or verified by the tenant, it may be difficult to determine when it was taken. If a party intends to rely on the electronic properties of a photographic or video file, then this should be explained in the settlement position
- Our website contains specific guides and case studies on the common dispute issues. We recommend reading through these resources as they may help settle the issues and reach an agreement

Returning evidence

We will only return any evidence posted to us if we are informed it is required back. Depending on the size and weight of the evidence, we may need prepayment of postage to return the evidence.

Section F: The resolution outcome

Resolution stage – assessing

After both parties have confirmed their positions and if settlements remain outstanding, the case will be assigned to a case assessor. We will then assess the case to make sure the acceptance criteria have been met. If the case cannot be accepted, we will inform both parties of the reasons.

We will also look at both parties' positions, evidence and any other relevant information that has been provided. The case assessor will try to contact both parties to discuss the case with the aim of reaching an agreed resolution outcome with the parties.

Resolution stage – adjudicating

If the case assessor decides the case needs a decision, an adjudicator will have 15 working days to issue the decision from the date the case moves to this stage.

If an adjudicator is unable to reach a decision with the evidence provided, we may ask for more information. We may ask for explanation on a point or more evidence if we have reason to believe a certain piece of evidence exists.

We work under tight government monitored timescales, and if a decision can be made with the evidence provided, we will not usually request any more evidence. Once a decision has been made, we will inform both parties and make payments in line with the resolution outcome within five working days.

How we make our decision

If a member makes comments which are unsupported by evidence, we may award the amount back to the tenant as the member has not persuaded us, on balance, that they are entitled to the amount claimed.

We will take fair wear and tear of the property and its contents into account. We will not make an award that leaves the member in a better position than they were before the loss or damage occurred. This is known as "betterment" or receiving new for old.

Our 'fair wear and tear' guide provides more information on how we calculate fair wear and tear. We will consider the item or area and assess:

- Age of the item (or when decoration last occurred)
- Quality and condition of the item at the start of the tenancy
- Lifespan of the item/area in a let property
- Length of the tenancy
- Number and type of occupants may be relevant

Any award made to the member is for a breach of the tenancy agreement by the tenant. This will generally be a breach which has resulted in the property not being returned to the condition it was in at the beginning of the tenancy (taking fair wear and tear into account).

Our case assessors and adjudicators are trained to follow a consistent approach to the most common issues and our internal training guide provides support for the less common scenarios:

- Although cases may seem the same to a member or tenant, every case is different, and the evidence provided will vary depending on the specific circumstances
- Each case is decided on its own facts and evidence, like a court judge
- We have discretion to decide what we believe to be fair in the circumstances
- If one person considers a certain course of action to be fair in a case, a different person may consider a slightly different course to also be fair

As long as we have followed the correct approach and explained the reason(s) for coming to a decision, then that decision will be correct even if a party is unhappy.

Resolved stage

The scheme will pay back the disputed deposit amount in accordance with a fully signed agreement, an adjudication decision or a court order we accept within five working days of receipt.

If resolution proceeded as a default, where the member failed to lodge the unresolved amount in full, once a resolution outcome has been reached, any amount awarded to the tenant will be paid by us. If the scheme's insurers have provided the unresolved amount, then they are entitled to and will proceed to recover the money from the member through legal means. These provisions are in accordance with Schedule 10 section 212. 6A (3) and (4) of The Housing Act 2004 (as amended). If the member is an agent, the insurer may pursue the landlord clients.

Section G – Miscellaneous information

- Like our scheme rules, these conditions of resolution may need to be updated from time to time. Notices of any changes will be posted on our website, and communicated by email where the member has provided us with an email address
- If we make an incorrect payment to any party due to an administrative error then that party is required to return the amount immediately when requested. Legal proceedings may be started if the amount remains unreturned
- If the parties enter any incorrect settlement or offer amounts, and the case is settled and closed during negotiation, the case cannot be reopened
- If a tenant or member believes that we have made an error in fact or law or an administrative mistake, they must complete our resolution complaint form with the details. This form can be found on our website, or we can send a copy on request
- Any party agreeing to use our resolution process means agreeing to be bound by the decision. Using our complaints procedure to complain against or appeal a decision will be unsuccessful
- We are not regulated by the Financial Conduct Authority (FCA) and our decisions are not subject to judicial review. The Ministry of Housing, Communities and Local Government (MHCLG) has responsibility for monitoring all the tenancy deposit protection schemes but does not have a role in individual cases or complaints

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