



HOW IT WORKS

Alternative Dispute Resolution (ADR)

ALTERNATIVE DISPUTE RESOLUTION (ADR)

This guide explains the mydeposits ADR service to you, the tenant and is to be read in conjunction with the mydeposits Conditions of Deposit Disputes.

At the end of the tenancy you might feel that your landlord or agent has unfairly withheld all or part of your deposit. If this happens, you are entitled to raise a dispute with mydeposits.

This guide is for your assistance and cannot be relied upon as legal advice. Please refer to the mydeposits Scheme Rules and mydeposits Conditions of Deposit Disputes if you are unsure about any information given in this guide. Our website, www.mydeposits.co.uk also provides further guides and assistance.

Alternatively, you may wish to take legal advice.

This guide explains the mydeposits ADR service including:

- ✔ What is ADR?
- ✔ Steps to avoid a dispute.
- ✔ Options to resolve the dispute.
- ✔ Preparing your evidence.

What is ADR?

ADR is an alternative method of resolving disputes to the traditional option of going to court. mydeposits provides an ADR service and actively encourages its use as a method of deposit dispute resolution. Both you and your landlord or agent (The mydeposits member) must agree to its use. The process is completely evidence based. The parties will be given an opportunity to present their case and evidence to a qualified adjudicator. You will be able to set out your claim and the member must provide evidence to justify deductions from the deposit. The adjudicator will analyse the evidence submitted and make a binding decision as to how the deposit should be distributed. There is no obligation to use ADR but it is available

to you and the member at no additional cost and is designed to allow easy and quicker access to a resolution of the deposit dispute than going to court.

You will generally have three months from the date you vacate the property to raise a deposit dispute with mydeposits. If your deposit release is requested by the member then you will have three months from the date of the unprotection providing you vacate the property during that time.

Avoiding Disputes

mydeposits have found that most disputes are resolved simply by the agent or landlord and tenant talking through the issues. We recommend in the first instance you:

Remind yourself of your obligations under the Assured Shorthold Tenancy Agreement (AST)

Please ensure you are aware of your landlord's expectations of the cleanliness of the property before the end of the tenancy.

Wherever possible, ensure you attend the 'check-out' process

The purpose of the check-out is to compare the property's condition at the end of the tenancy against

the condition at the start of the tenancy. Ensure that your comments are noted, should there be any conflict during this process.

Deductions to the deposit

Your landlord or agent should provide you with a breakdown of any deductions they intend to make to the deposit. Also, if possible your landlord should also provide you with evidence of the amounts they intend to deduct. We recommend that you allow them a reasonable time to provide this information and be open to negotiation with your landlord if it will prevent a deposit dispute.

Resolving the Dispute

1 Dispute initiation

If you don't agree with your landlord's proposed deductions then we offer a free dispute resolution service to resolve the issue. The disputed deposit amount will be the difference between the release requests.

Any undisputed money will be returned to you.



2 Submit your claim and evidence

Your landlord will be asked to submit a case and provide evidence to support their claim to the deposit deductions.

This should include a tenancy agreement, check in/out reports, photographs and any documents relevant to the dispute that support the claim.

✓ They have 14 days to provide evidence.

3 Your response

You will be given the opportunity to review the dispute case and counter your claim.

You are also invited to submit your own evidence in support.

✓ You have 14 days to act.



4 Review the case

Your landlord will be given another opportunity to view the dispute case and submit further comment for the adjudicator to review.

✓ They have 7 days to provide comments.

5 Adjudication decision

The case is reviewed by an independent adjudicator. You and your landlord will be notified with a full decision. The money will then be distributed as per the decision.

✓ It can take 28 days to make the decision.



Using the Courts

You do not have to use the mydeposits ADR service. You can resolve the dispute through the courts. You will have to inform mydeposits at the point of raising a dispute if you wish to use the courts. We will distribute the disputed amount in accordance with a court order received from you or the member.

The member may wish to resolve the dispute through the courts rather than use mydeposits ADR process. If the member expresses their wishes to resolve the matter through the courts, we will inform you of their decision.

The onus is on the party wishing to use the courts to issue court proceedings. If court proceedings have not been issued with a court within six months of the dispute being accepted then we may pay the disputed deposit amount to the other party.

Preparing your ADR Evidence

The mydeposits ADR service is evidence based; the higher the quality of the evidence that you supply, the more it will assist your case.

You must submit the signed AST Agreement and everything connected to this Agreement.

Some examples of other evidence you may wish to submit include:

- 1 Check in/check out reports, signed and dated.
- 2 Inventory.
- 3 Schedule of condition.
- 4 Photos/video – see our guide on using photographic evidence.
- 5 Invoices/receipts to prove work has been done – cleaning, dry cleaning, gardening etc.
- 6 Written correspondence.

You should ensure that all your evidence is relevant to the case. Please ensure that any written submissions are clear, easy to understand and properly presented.

The adjudicator will analyse all evidence and submissions but may not refer to every piece of evidence submitted in the Adjudication Report.

You must pay the cost of preparing and submitting your evidence to us, including postage if you decide to submit paper based evidence to us by post. We reserve the right only to return original documentation to you upon prior agreement and at your written request. If we do not receive any instruction at the time of receiving your evidence, we reserve the right to destroy it. If we do agree to return your evidence you may be charged an administration fee to cover our postage and packaging costs.

No paperwork or postage is required when you use the mydeposits online ADR service. The largest file size we can accept is 20Mb per file upload.

Reasons we may Reject a Dispute

The deposit dispute relates to matters other than the return of the protected deposit;

A party has already commenced court proceedings on any matter related to the tenancy, unless they have been withdrawn or are stayed for mediation purposes or the court has subsequently directed that the matter be dealt with by ADR;

There are allegations of fraud, criminal activities, duress or harassment by either party which we deem outside our remit;

There is clear evidence of rent arrears or we consider the deposit dispute is being raised frivolously or unreasonably by the tenant.

The tenant has not provided us with a copy of the assured shorthold tenancy agreement, proof that a request was made for the return of the deposit or that the tenant has attempted to negotiate with the landlord. A dispute should only be raised after the tenant has attempted to deal with the matter directly with the landlord.

FAQs and Further Information



Please see our website for a wide range of guides and support on dispute resolution and insight into specific issues.

www.mydeposits.co.uk





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