



**Deposit Protection Scheme (The DPS)** The **Deposit Protection Service (The DPS)** is a tenancy **deposit** protection scheme accredited by the Government. The law states that Landlords are required to hold deposits in a protected scheme and the **DPS** is one of the three accredited schemes.

[www.depositprotection.com](http://www.depositprotection.com) ☎ 0330 303 0030

### \* **The Start of your Tenancy**

Prior to your move into the property you will have been asked for a deposit that we will transfer into an account with the **DPS**. A **deposit** is a sum of money that you pay when you start renting. The money is returned to you if at the end of the tenancy if there is no damage to the property that cannot be justified as fair wear and tear. The deposit is not a fee and remains your money unless it is agreed, either between you and the Landlord or by the **DPS** adjudicator, that money should be transferred to the landlord.

Once **Honey Lettings** have received your deposit and placed it in an account with the **DPS** you will receive an email confirming that the deposit is registered and giving a reference. It is important to note that the person emailed at this stage will also be the person contacted at the end of a tenancy.

Once **Honey Lettings** have received your deposit and placed it in an account with the **DPS**, they will create an individual account for you and any other tenants in the tenancy. You'll be able to use your account to review your deposit and tenancy details, and quickly reclaim it at the end of the tenancy. It's important to make sure you've provided your landlord with your correct email address and mobile number so we can contact you.

At the start of your tenancy an Inventory will usually take place at the property. This gives a detailed report of the condition of the property at the point it is handed over to you. You will be given the opportunity to point out anything you believe has been missed within the first few days of receiving the report. It is important that you keep a copy of the report, as it will be used at the end of the tenancy to compare with an outgoing inventory check out report.

The deposit is not the limit of your liability for damage to the property. In the event that the cost of damage is above the amount held in the deposit the Landlord may request that the additional money is paid. In the event that this is refused the Landlord would be within their rights to pursue you for the additional money through the courts.

### \* **The End of Your Tenancy**

At the end of your tenancy a checkout inventory will be arranged. Damage found at the end of the tenancy that is not shown on the incoming inventory may be required to be deducted from your deposit by the Landlord.

Once the check out process has taken place the keys will be returned to Honey Lettings. It will not be possible for the tenant to return to the property so it is important to ensure that all possessions have been removed and that all the cleaning has been completed to the required standard.

The inventory may take a few days to prepare and forward to the Landlord particularly if carried out on a weekend. On receipt of the inventory the Landlord will then need time to read the details and discuss any possible deductions. If deductions are required it may be necessary to organise quotations and this may also take a few days.

- **No Issues, full deposit returned**

In the event that the Landlord agrees that no deductions are required they will authorise **Honey Lettings** to release the deposit in full. **Honey Lettings** will then contact the **DPS** and ask for the money to be returned which should occur within 2 working days.

- **Some issues, remaining deposit returned and you agree deductions**

In the event deposit deductions are required and the Landlord has agreed the amount of money we will put this too you as an offer. At this point you will have the choice to agree the deductions, in which case your deposit will be returned as above but with the agreed deductions made. You will be asked by the **DPS** to agree to the deposit deductions and then the balance of your money will be returned.

- **Some issues, remaining deposit returned and you disagree deductions**

In the event deposit deductions are required and the Landlord has agreed the amount of money we will put this too you as an offer. In the event you disagree with the deductions and we are unable to negotiate a deduction on which you both agree the landlord can make a direct request to the **DPS** for deductions to be made. This amount may not be the same as the offer and may well be higher. The Landlord will need to justify all claims and have supporting evidence, which will mainly rely on the inventory report. At this point the non-disputed amount of your deposit will be returned to you.

### \* Adjudication

In the event the deductions cannot be agreed between the landlord and tenant both parties have the option to go to adjudication. This would involve the Landlord presenting the details and the deductions and the tenant presenting their argument as evidence to why this would be unreasonable. Although both parties generally accept adjudication it is not binding and both parties could take the matter to the courts.

We are currently experiencing significant delays with the **DPS** processing of cases with adjudication taking around 2 months. **Honey Lettings** are not able to speed up the processing and once information is passed to the **DPS** they are in control of timescales.

### \* Deposit Deductions

The most common deposit deduction request is for cleaning. We suggest that tenants employ professional cleaners and in the event that the inventory highlights cleaning oversights we will ask that they return to resolve issues. Cleaning should include the oven, white goods, the kitchen units, carpets, bathrooms and details such as skirting boards, light switches, cobwebs and the inside of cupboards should not be overlooked. Many of the items are difficult to clean properly with domestic products and attempts to do so may cause damage.

Tenants are often frustrated by deductions for replacing light bulbs or removing rubbish or other items. Although this may be considered unreasonable by the tenant it does take a contractors time which needs to be charged. It will not be possible for the tenant to return to the property so it is important to ensure all that everything is completed before the checkout.

Gardens also need to be reviewed and presented in a similar condition to when the property was initially rented.

Fair wear and tear would include a worn carpet but not one damaged by pets. Cracks from the movement of the property would not be chargeable but holes from picture hooks, which have been left unfilled, would be chargeable. Damage caused by cleaning, including bleaching of carpets or scratches from scouring would be chargeable.