



Alternative Dispute Resolutions (ADR)

Member Guide

This guide explains the **my|deposits** ADR service to you, the Member, and is to be read in conjunction with the **my|deposits** Conditions of Deposit Disputes.

At the end of the tenancy your Tenant might feel that you have unfairly withheld all or part of the deposit. If this happens the Tenant is entitled to raise a dispute with **my|deposits**.

This guide explains the **my|deposits** ADR service including:

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

This guide is for your assistance and cannot be relied upon as legal advice. Please refer to the **my|deposits** Scheme Rules, if you are unsure about any information given in this guide. Our website, www.mydepositsjersey.je also provides further assistance.

Alternatively, you may wish to take legal advice.

What is ADR?

ADR is an alternative method of resolving disputes to the traditional option of going to Court. **my|deposits** provides a ADR service and actively encourages its use as a method of Deposit Dispute resolution, but your Tenant 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 need to set out your claim and 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 on the Tenant to use ADR but it is available at no cost and is designed to allow easy and quicker access to a resolution of the Deposit Dispute than going to Court.

Avoiding Disputes

my|deposits 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 Tenant's obligations under the Tenancy Agreement

Please ensure your Tenant is aware of your expectations of the cleanliness of the property before the end of the tenancy.

Wherever possible, ensure your Tenant attends 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 agreement. Ensure that your Tenant's comments are noted, should there be any conflict during this process.

Deductions to the deposit

Provide your Tenant with a breakdown of any deductions you intend to make to the deposit as soon as is reasonably practicable. Also, if possible provide the Tenant with evidence of the amounts you intend to deduct. We recommend that you be open to negotiation with the Tenant if it will prevent a Deposit Dispute.

Resolving the Dispute

If you and your Tenant have still not reached an agreement after following these steps, the Tenant can contact **my|deposits** to raise a formal dispute. The Tenant has two options to resolve the dispute, either using **my|deposits** ADR service or using the Courts.

Timeline

This timeline highlights key dates and processes that apply for the **my|deposits** ADR process.

Step 1 Tenant notifies my|deposits of a dispute and submits claim and evidence

If the Tenant does not agree with the deductions you wish to make to the deposit they will need to decline your release request in order to raise a Deposit Dispute.

The Tenant can choose to resolve the dispute through our ADR service.

Once the dispute is submitted, the Tenant has **14 Working Days** to submit all their evidence in support of their claim.

Step 2 my|deposits notifies you of a dispute

We will send you notification of the Deposit Dispute explaining the methods of resolution available to you and provide you with the dispute evidence submitted by your Tenant.

Where both parties agree to the use of ADR you will have **14 Working Days** from the date of the original notification of dispute to supply your counter evidence.

It is your responsibility to ensure that we receive the evidence you submit in support of your claim to the deposit.

Step 3 5 Working Day comments

Both parties will then have a further **5 Working Days** to provide any comments on one another's evidence. Neither party will be able to submit any further evidence at this point.

Step 4 Evidence passed to Adjudicator

All the submitted evidence and your final comments are passed to the Adjudicator to make a decision within **20 Working Days**.

Step 5 Decision made

Once the Adjudicator has made a decision, **my|deposits** will notify both parties of the decision, within **5 Working Days**.

Step 6 Accept Decision/Review Request

Either Party may apply to us within **10 Working Days** for a review, but, may only do so on the grounds that the Adjudicator has erred in fact or in law, or both.

Step 7 No Review Request Made/Review Request

No Review Request: If no review request is received from either party within the **10 Working Days**, we will release the monies in accordance with the decision within **5 Working Days**.

Review Request Received: On receipt of a review request we will invite written representation from the other party. The written representation must be returned within **3 Working Days** of being requested.

On receipt of the written representation, the Scheme will decide whether to accept or reject the application for review.

Step 8 Accept/Reject Review Request

Review Request Rejected: Where an application for review is rejected by us, the party may not make a further application.

The Scheme will pay the awarded amounts within **5 Working Days**, once the **10 Working Days** for both parties to make a review request expires or the other party has accepted the decision.

Review Request Accepted: Where an application is accepted by us, we will refer the adjudication decision for a review.

Step 9

Evidence passed to review Adjudicator

All the original submitted evidence and your original final comments are passed to the review Adjudicator to make a decision within **10 Working Days**.

Step 10

Review Decision Made

Once the review Adjudicator has made a decision, **my|deposits** will notify both parties of the decision and send any payment in accordance with that decision within **5 Working Days**.

The decision of the review Adjudicator is final.

Using the Courts

You do not have to use the **my|deposits** ADR service. You can resolve the dispute through the Courts. You will have to inform us within 14 Working Days of the date of our original notification formally advising you of the dispute if you wish to use the Courts.

You must then provide the Scheme with evidence of issued Court proceedings within 7 Working Days of the date you give on the 'Dispute Acknowledgement Form'. **my|deposits** will then wait for a Court Order before releasing the disputed money.

If evidence of issued Court proceedings is not received within the 7 Working Days, the Deposit Dispute will revert to the Scheme's ADR process for resolution.

Your Tenant may wish to resolve the dispute through the Courts rather than use **my|deposits** ADR. If your Tenant raises a dispute and wishes to resolve the matter through the Courts, we will inform you in the correspondence notifying you of the dispute.

Preparing your ADR Evidence

The my|deposits 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 tenancy 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 (dated)
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. 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.

FAQs and Further information

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

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