



Scheme Rules (Terms and Conditions)

1st Edition

A Custodial Tenancy Deposit Protection Scheme Authorised under The Residential Tenancy (Deposit Scheme) (Jersey) Regulations 2014

Dear Member

Thank you for using **my|deposits Jersey** to protect deposits on behalf of your Tenants.

my|deposits Jersey is a tenancy deposit protection membership scheme operated by Tenancy Deposits (Jersey) Limited trading as **my|deposits Jersey** and is authorised by the States of Jersey under the Residential Tenancy (Deposit Scheme) (Jersey) Regulations 2014.

my|deposits has been protecting deposits throughout the UK since 2007. During this time we have protected in excess of 2,500,000 deposits on behalf of more than 150,000 Landlords and 4,000 Letting Agents and successfully managed over 30,000 deposit disputes. We are delighted to extend our operation to Jersey from 2nd November 2015.

my|deposits Jersey is a custodial tenancy deposit protection scheme. This means that the scheme holds the deposit monies throughout the tenancy period in safe and secure segregated client money bank accounts. At the end of the tenancy both you and the Tenant must apply to the scheme to release the deposit in the agreed proportion. If either you or the Tenant disagrees over the return of the deposit, the scheme offers a free and impartial dispute resolution service that will make a binding decision on the return of the deposit. Alternatively, either you or the Tenant can apply to the Courts for a binding decision which will be carried out by the Scheme.

It is important that you take time to read and understand the Scheme Rules that apply to your membership of **my|deposits**. The Scheme Rules are a legally binding contract between **my|deposits** and you, the Member. The undertakings and conditions contained when you set up your Member account also form part of the contract. As part of the joining process you will be asked to confirm that you agree to operate your Membership under the Scheme Rules. Please ensure that if you have any questions or concerns that you contact us as soon as possible as you will be committing an offence under Jersey law, and liable to the payment of a fine, if you do not protect a deposit when you should.

In addition to these Scheme Rules, which outline the processes and procedures that you must follow when joining the Scheme and when protecting relevant tenancy deposits, there is a separate set of rules that apply to the way we handle deposit disputes. These rules are called the Conditions of Deposit Disputes and are an addendum to the main Scheme Rules. When agreeing to abide by the main Scheme Rules you will also be agreeing to the terms and conditions set out in the Conditions of Deposit Disputes. Tenants will also be required to agree to the Conditions of Deposit Disputes in order to access our dispute resolution service and will be asked to confirm their agreement at the time of any dispute.

The timescales set out in the Scheme Rules (and Conditions of Deposit Disputes) are critical and the scheme will rely on the authenticity of the contact and tenancy details provided to us. The scheme cannot be held responsible for the consequences of delayed responses by Members when they are required to respond within the timescales.

Both Landlords and Agents can become Members of **my|deposits Jersey**. Agent Members must have authority to protect deposits and deal with any related disputes from the Landlord. The scheme will be entitled to assume that the Agent Member has received this authority and wherever possible the scheme will deal with the Agent in all matters relating to the deposit. Landlords should be aware, however, that notwithstanding the appointment of an Agent, they remain ultimately responsible for the Tenant's deposit and for the actions and default of the appointed Agent.

Members should be aware when lodging deposits with the scheme, the scheme can only assume protection of money when it receives it in cleared funds. Members have 30 Working Days to lodge the deposit with the Scheme commencing from the date the member received the deposit from the Tenant. These timescales should be borne in mind if the deposit is being lodged with the scheme by cheque. The scheme will not handle cash under any circumstances.

In addition to the requirement to lodge deposit funds with the scheme within 30 Working Days of receipt from the Tenant, the Regulations also require you to provide the Scheme with the correct tenancy details, including the contact information of the Tenant and any joint Tenants.

The Scheme will charge a one-off administration fee for each deposit protected by the scheme. This fee is set by the Jersey States and is used to pay for the services provided by the Scheme. The level of fee will be detailed on our website and will be reviewed by the Jersey States from time to time. The fee will be deducted from the deposit lodged with the scheme, or the first instalment if the deposit is lodged with the scheme in instalments, and will be clearly shown in your online account. Your Tenant will also be able to see the fee on the deposit protection confirmation and in their online portal. The fee is non-refundable and will not form part of any dispute resolution process at the end of the tenancy. It is the responsibility of the member to agree with the Tenant who should pay the fee but it is the intention of the Regulations that as the protection of the deposit is for the benefit of the Tenant, the fee should be paid by the Tenant.

Wherever possible, the Scheme will communicate with its Members by email so it is important that you ensure that we hold accurate contact information about you, which you can update via your online account. We also operate a fully staffed contact centre which is open during business hours (8.30am to 5.30pm) Monday to Friday excluding bank holidays.

These Scheme Rules may be updated from time to time. It is therefore important that you visit our website for the most up to date version. We will notify you by email when the Rules are to be changed. The Scheme will adopt the latest published set of Scheme Rules (and Conditions of Deposit Disputes) when considering a deposit dispute.

Our website contains a large number of resources, including video guides and factsheets, to help you comply with the Regulations and manage your tenancies in order to prevent deposit disputes. We encourage you to visit the website and take advantage of this education.

We aim to provide an accessible and friendly service at all times. I would like to welcome you as a Member of **my|deposits** and I hope that the service you receive meets your expectations and our aspirations and aims. If we ever fall short of our promises, please do not hesitate to let us know.

Yours sincerely

A handwritten signature in black ink that reads "Eddie Hooker". The signature is written in a cursive, slightly informal style.

Eddie Hooker Chief Executive Officer - **my|deposits Jersey**

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Definitions

The following words and phrases will have the following meanings wherever they appear in these Scheme Rules and the Conditions of Deposit Disputes. All references to persons, Agents, Landlords and Tenants in these Scheme Rules shall include, where applicable, a company, partners and both male and female genders. *Scheme Notes are intended to assist and provide information and explanation.*

Adjudicator

The qualified person appointed by the Scheme to resolve Deposit Disputes raised with the Scheme.

Scheme Note:

The Adjudicator will make evidence-based Adjudication Decisions as part of the Scheme's Alternative Dispute Resolution (ADR) process.

Adjudication

The Scheme's evidence-based process applied to reach an impartial decision based upon the information and evidence placed before the Adjudicator.

Adjudication Decision

The decision of the Adjudicator based upon the Adjudication.

Agent

A letting and/or managing Agent acting with the authority of a Landlord Client to operate/manage the Residential Property and deal with the Tenant(s) on the Landlord Client's behalf.

Alternative Dispute Resolution (ADR)

An impartial and legally binding service offered by us to our Members and Tenants as an alternative to Court action for resolving Deposit Disputes.

Authorised Representative

A representative for the Tenant who the Scheme accepts as authorised to raise and handle a Deposit Dispute.

Calendar Day(s)

Any day of the year.

Conditions of Deposit Disputes

Our terms and conditions related to how **my|deposits Jersey** administers disputes between Members and Tenants over the return of the Deposit.

Court Order

Any order made by the Petty Debts Court.

Deposit(s) / Deposit Amount

A sum of money held/received (by the Member) as security for:

- (a) the performance of any of the Tenant's obligations arising under or in connection with a Tenancy agreement; or
- (b) the discharge of any of the Tenant's liabilities which so arise.

Deposit Dispute

A dispute raised with the Scheme by either a Tenant or Member regarding the amount of the Deposit held by the Scheme that is to be released to the Member or the Tenant at the end of the Tenancy.

Deposit Protection / Protect(s) / Protection

The lodging of a Deposit by a Member, with the Scheme, for the benefit of the Tenant.

Deposit Protection Certificate (DPC)

A certificate provided by the Scheme upon the Member correctly Protecting a Deposit, confirming that the Tenant's Deposit has been lodged and Protected with the Scheme.

Designated Account

The Scheme's bank account(s) designated to hold lodged Deposit amounts in accordance with Regulation 6.

Dispute Papers

The applications for release of the Deposit and the evidence provided by the parties to the Adjudicator, in support of the application

Disputed Deposit Amount

The amount of the Protected Deposit related to a Deposit Dispute.

Joint Tenancy

When more than one Tenant enters into a Tenancy Agreement and all the Joint Tenants are jointly and severally responsible for the terms of the Tenancy Agreement and to the Scheme.

Joint Tenancy Information Form

A Scheme form to assist the Member in obtaining the Joint Tenancy Contact Details.

Joint Tenants

The Tenants named on a Joint Tenancy Agreement who have their Deposit Protected with the Scheme.

Landlord

A Landlord who owns Residential Property which he lets under a Tenancy.

Landlord Client

A Landlord who instructs an Agent to receive their Tenant's Deposit(s) and let or manage their Residential Property. The Landlord Client and all of the owners of the Residential Property must be recorded with the Scheme by the Agent Member.

Lead Tenant

A Tenant authorised by all the other Joint Tenants to deal with the Protection of the Deposit.

Member

The Landlord or Agent who sets up a Scheme Account and either chooses or is given a Scheme Username or other person authorised by the account owner.

Member Registration Data

The Member's application information also referred to as a Member Registration Form.

Member Registration Form

The Scheme Form that a prospective Member completes to become a Member (available in hardcopy or online).

my|deposits Jersey

The trading name of Tenancy Deposits (Jersey) Limited in Jersey.

Primary Contact

The main contact within an Agent Member, as named during the Scheme Account Set Up process and updated by the Agent Member as necessary.

Protected Deposits

A Tenant's Deposit properly protected with the Scheme by a Member.

Recorded Tenancy

A Tenancy that is recorded with the Scheme and allocated a recorded Tenancy identification number.

Regulation(s)

The Residential Tenancy (Deposit Scheme) (Jersey) Regulations 2014.

Regulatory Requirement

Statutory regulations imposed by legislation, as varied.

Release of Deposit Process / Deposit Release Process

The process to release the Deposit online or using a Deposit Release Request form (DRR).

Relevant Legislation

The Act and Regulations including statutory amendments.

Residential Property

Any dwelling in Jersey including, a flat, maisonette, part of a building, house or set of rooms let under a Tenancy.

Scheme

The my|deposits Jersey Tenancy Deposit Scheme authorised by the States of Jersey.

Scheme Forms / Supporting Scheme Documentation

The Scheme documentation specified within these Scheme Rules required to be submitted by Members and Tenants.

Sole Tenancy Agreement

Where only one Tenant is named on the Tenancy Agreement.

Tenancy

A Tenancy where the Landlord is a relevant person who lets Residential Property to an unconnected person.

Scheme Note:

Definitions of relevant person and unconnected person are contained in the Act.

Tenancy Agreement / Joint Tenancy Agreement

The Tenancy agreement made between the Landlord(s) or Agent and Tenant(s).

Tenant

A person who is named as a Tenant on a Tenancy Agreement and includes Joint Tenants.

The Law

The Residential Tenancy (Jersey) Law 2011.

Undisputed Amount

The difference between any Disputed Amount and the total amount of the Tenant's Deposit repayable to the Tenant at the end of the Tenancy.

Username

The unique sequence of characters and/or numbers provided by or given to the Member when they set up a Scheme account.

We/Us/Our

The Scheme - Tenancy Deposit (Jersey) Limited trading as my|deposits Jersey.

Section A: Member Registration

A1 Member Registration Criteria

A Landlord (either private or company) or Agent acting on behalf of a Landlord Client, can apply to become a Member of the Scheme by completing a Scheme Account Set-Up Form (either online, by phone or by post). The Scheme will rely on the accuracy of the information supplied. A separate Scheme Member Account will be required for each Landlord or Agent.

A Member is bound by the conditions and undertakings contained in the Scheme Rules and the Conditions of Deposit Disputes as a contract between the Member and the Scheme. The conditions are continuing obligations to which Members are bound. The Member must tell us about any relevant changes to their Member Registration Data.

A1.1 Users as Landlords must:

- A1.1.1 own the Residential Property let on any Tenancy in Jersey and be named on the Tenancy Agreement as the Landlord;
- A1.1.2 agree to be bound by these Scheme Rules and the Conditions of Deposit Disputes;
- A1.1.3 supply the following information:
 - A1.1.3.1 The full name and title of the Landlord.
 - A1.1.3.2 If a company, the full name.
 - A1.1.3.3 A correspondence address which can be used for the service of documentation.
 - A1.1.3.4 At least one contact telephone number and a valid email address.

A1.2 Members as Agents must:

- A1.2.1 let and/or manage Residential Property in Jersey with the authority of a Landlord Client(s);
- A1.2.2 agree to be contractually bound by these Scheme Rules and the Conditions of Deposit Disputes; and
- A1.2.3 supply the following information:
 - A1.2.3.1 The full name and title of the Agent's business, including branch details if applicable.
 - A1.2.3.2 The full name and title of the Primary Contact for each branch.
 - A1.2.3.3 A correspondence address which can be used for the service of documentation.
 - A1.2.3.4 At least one contact telephone number and a valid email address.

A1.3 All Members must:

- A1.3.1 agree to be contractually bound by these Scheme Rules which extend to all officers of any company (including Limited Liability Partnerships) or partners in a partnership, employees and Agents, in regard to each Member registration;

Scheme Note: Informing all such parties is essential.

- A1.3.2 observe all Regulatory Requirements;
- A1.3.3 respond to all Scheme communications as specified.

A2 **Changes to Member Registration Data**

- A2.1 If the Member Registration Data changes then the Member must inform the Scheme immediately. Updates, changes and additions to Member Registration Data can only be made by the Member online, by telephone or in writing.
- A2.2 Changes made via the online service will only be available to Members logged into their account.
- A2.3 Changes made by telephone will require positive identification from the Member.
- A2.4 Member Accounts are not transferable; a new Scheme Account Set-Up Form must be completed by any other party who wishes to become a Member.

Section B: Recording a Tenancy with the Scheme

B1 Member's Responsibilities

Members are responsible for recording Tenancies with the Scheme and lodging Deposits for Protection within 30 Working Days of receipt of the deposit. Tenancies can be recorded either online via the Member's Account, by telephone, or by post using the relevant Scheme form. The Scheme will rely on the accuracy of the information supplied.

B2 Tenancy Information

- B2.1 A notice is required to record all new Tenancies. The following information will be relied upon by the Scheme and used to contact the Tenant:
- B2.1.1 The address of the Residential Property.
 - B2.1.2 The commencement date of the Tenancy.
 - B2.1.3 The date on which the Tenancy ends.
 - B2.1.4 The type of Residential Property that is the subject of the Tenancy.
 - B2.1.5 The amount of the deposit payable in respect of the Tenancy.
 - B2.1.6 The date on which the Deposit was paid.
 - B2.1.7 The name, address and contact information of the Landlord.
 - B2.1.8 The name and contact information of each Tenant.
 - B2.1.9 The name and business address of any Agent.
 - B2.1.10 Whether you have or will carry out a condition report of the Residential Property in accordance with the Residential Tenancy (Condition Reports) (Jersey) Order 2014.
- B2.2 If the Member does not provide the Scheme with correct contact information for the Tenant then the Scheme reserves the right to invalidate the Protection and return the Deposit Amount to the Member. The Scheme will not be responsible for the Member not complying with the Regulations.
- B2.3 On receipt of the information required in B2.1 the Scheme will create a Recorded Tenancy.

Scheme Note: If a Member applies to record a Tenancy by post it is the responsibility of the Member to provide the Scheme with all the required information to create the Recorded Tenancy. If insufficient information is received we will return the Member's application (and any cheque enclosed) with a request that the missing information is provided. The Scheme does not accept any responsibility for any failure of the Member to Protect the Deposit within the 30 Working Days timescale where the Scheme is not provided with sufficient information or the Member's application is not received by the Scheme in a timely manner.

B3 Joint Tenancies

- B3.1 Deposits relating to Joint Tenancies must be protected as a single transaction. The Member must provide all the information as required in B2.1 including all the Joint Tenant Contact Details (as per B2.1.8) at the time the Tenancy is recorded.
- B3.2 The Member must manage the relationship between the Joint Tenants and identify a Lead Tenant who is authorised to act on their behalf by the other Joint Tenants. The Member will be required to confirm that the Lead Tenant is an agreed nomination by all Joint Tenants.

Scheme Notes: The Lead Tenant will be required to represent the interests of all Joint Tenants and will act on their behalf in all Deposit related matters, including in the release of the Deposit and in the event of a Deposit Dispute.

The Scheme will only release the Deposit to the Lead Tenant who has the responsibility of distributing the monies to all Joint Tenants.

- B3.3 The Scheme will provide a copy of the DPC to the Lead Tenant and any other Tenant subject to the Member providing a current email address which they have obtained from the Tenant. All Tenants will also be able to log into an online account and download a copy of the DPC.
- B3.4 Any Joint Tenant may contact the Scheme regarding the Deposit Protection.

B4 Changes to Tenancy Information

- B4.1 A Member can change any of the Tenancy information relating to a Recorded Tenancy before the Deposit is received by us. After the Deposit has been lodged with the Scheme, any changes must be requested in writing with an explanation. If the Scheme is not satisfied with the explanation or information we reasonably request then we may refuse to change the Deposit Protection.
- B4.2 The Tenant (and any Joint Tenant) will be permitted to change their Contact Details once they have received their unique log in information which will be sent to them when the Tenancy is recorded.

B5 Transfer of Recorded Tenancies between Members

- B5.1 A Member may transfer (and take responsibility for) a Recorded Tenancy from another Member.
- B5.2 The request to transfer a Recorded Tenancy must be put in writing to us stating the outgoing Member account number, the incoming Member account number and the Recorded Tenancy Number.
- B5.3 Upon completion of the transfer, the Scheme will confirm the transfer to the outgoing Member, the incoming Member and the Tenant(s).

B6 Changes of Tenant

- B6.1 The Scheme will not permit a change in Tenant recorded under a Sole Tenancy Agreement. The Deposit Release Process must be followed.
- B6.2 The Member must inform the Scheme if there is a change of Joint Tenant. Any Deposit issues will have to be resolved directly between the incoming and outgoing Joint Tenants.
- B6.3 The Lead Tenant under a Joint Tenancy can be changed by the Member. The request must be in writing providing reasons for the change in Lead Tenant, details of the incoming Lead Tenant and confirmation that the Lead Tenant is aware that they will be acting on behalf of the other Joint Tenants [see D4.2].

Scheme Note: The Scheme will produce an amended DPC showing the new Lead Tenant.

Section C: Lodging of Deposit with the Scheme

C1 Lodging the Deposit

- C1.1 The Regulations state that the Deposit must be Protected within 30 Working Days of receipt of the Deposit (or the first instalment).
- C1.2 The Scheme will allow Deposits to be lodged with the Scheme and Protected after 30 Working Days of receipt of the Deposit (but see C.1.1).
- C1.3 Deposits can only be lodged for Recorded Tenancies.
- C1.4 The Scheme will only accept one Deposit Protection for the Tenancy Agreement.
- C1.5 Deposits can be paid by instalments subject to the following conditions:
 - C1.5.1 A revised DPC showing the total Protected Deposit amount will be issued by the Scheme following receipt by the Scheme of an instalment or top up of the Deposit amount by the Member.
 - C1.5.2 If the Tenant does not pay the full Deposit (as stated in the Tenancy Agreement) to the Member or the Member having received the full Deposit from the Tenant(s) does not lodge the full amount to the Scheme then such breaches of the Tenancy Agreement and Regulations must be dealt with by the parties direct and cannot be dealt with under the Scheme.

Scheme Note: Each subsequent DPC issued by the Scheme when instalments are lodged will show the cumulative total of the Deposit lodged by the Member.

- C1.6 The Deposit can be lodged with the Scheme by:
 - C1.6.1 debit card either online or by telephone;
 - C1.6.2 cheque (subject to clearance) or banker's draft; or
 - C1.6.3 bank transfer (BACS).
- C1.7 Members are able to view lodged Deposits in their online account.
- C1.8 Once cleared funds are received by the Scheme and allocated to a Recorded Tenancy, either automatically by the Scheme or manually by the Member, the Scheme will confirm to the Member that the Deposit is Protected. The Scheme will confirm the Deposit has been paid into a Designated Account and provide the Regulation 30 Information in the form of a Deposit Protection Certificate (DPC) containing:
 - C1.8.1 the address of the Residential Property.
 - C1.8.2 the commencement date of the Tenancy.
 - C1.8.3 the date on which the Tenancy ends.
 - C1.8.4 the type of property that is the subject of the Tenancy.
 - C1.8.5 the amount of the Deposit payable in respect of the Tenancy.
 - C1.8.6 the date on which the Deposit was paid.
 - C1.8.7 the name, address and contact information of the Landlord.
 - C1.8.8 the name and where applicable an email address for each Tenant.
 - C1.8.9 the name and business address of any Agent.

- C1.9. The Scheme will also provide a Scheme Information Leaflet which will contain other key information including how to obtain release of the Deposit at the end of the Tenancy, how to raise a Dispute, information on how to check the Deposit status with the Scheme and details of how to contact the Scheme to notify us of any inaccuracies in the information supplied.
- C1.10 The Scheme will send a link to the DPC to the Tenant and confirm that the Deposit has been lodged and paid into a Designated Account.

Scheme Note: See D4 regarding the release of the Deposit for Joint Tenancies.

C2 Existing Tenancies

Where a Deposit was paid to a Member on Residential Tenancy which began before the day on which the Regulations came into force, the Deposit must be Protected with the Scheme within 30 Working Days of the date where the Tenancy agreement is first varied or renewed at a time after the date when the Scheme has been in force.

Scheme Note: The Scheme came into force on 2nd November 2015.

C3 Fees

- C3.1 The Scheme is entitled to take an administration fee from the Deposit amount as lodged with us by the Member.
- C3.2 The fee which is currently £21.00 (£20.00 plus £1.00 GST) will be deducted automatically from the amount of the Deposit that is lodged.
- C3.3 The Scheme will not accept any complaint or dispute about the payment of the administration fee. Any issue will be for the Member and Tenant to resolve directly.

Section D: Releasing the Deposit

D1 Deposit Release – General

- D1.1 Either the Member or the Tenant can initiate the Deposit Release Process by submitting a Deposit Release Request Form (either online, by post or by telephone).
- D1.2 The Scheme will only permit a release of the Deposit if the Deposit has been received by the Scheme in cleared funds.
- D1.3 The Scheme can release the Deposit by BACS transfer to a party's nominated bank account or by cheque.
- D1.4 The Scheme will not release the Deposit unless:
 - D1.4.1 there is agreement to a release, or;
 - D1.4.2 the party who has received a release request fails to respond within 14 Working Days of being asked to respond to the request by the Scheme; or
 - D1.4.3 the Scheme receives an Adjudicator's Decision or Court Order compelling us to do so.

Scheme Note: See C2 for transfer of Deposits.

- D1.5 The release of the Deposit should only be initiated at the end of the Tenancy. If the parties agree to an early release then they must contact the Scheme by telephone.
- D1.6 Failure to provide us with any information to enable us to release the Deposit will result in a rejection of the application until the requested information is received.

D2 Request for Release of Deposits by the Member

- D2.1 As soon as reasonably practicable after the end of the Tenancy the Member must make an application for the release of the Deposit by completing a Deposit Release Request form, either online or in writing, supplying the following information:
 - D2.1.1 The date the Tenancy ended (at least 14 Working Days should be allowed before making a deposit release unless the parties are in agreement to the release).
 - D2.1.2 The amounts to be released to the Member and the Tenant(s).
 - D2.1.3 The reasons for any deductions to the Deposit.
 - D2.1.4 The Member's bank details.
 - D2.1.5 If the matter goes to Dispute, whether the Member agrees to it being resolved using the Scheme's ADR process.
- D2.2 The Scheme will notify the Tenant (see D4 for Joint Tenancies) of the Member's application to release the Deposit by:
 - D2.2.1 email (if we hold a valid email address for the Tenant); or
 - D2.2.2 SMS text message (if we hold a valid mobile phone number for the Tenant); or D2.2.3.
 - D2.2.3 post (if we hold a correspondence address for the Tenant but no email address).
- D2.3 The Scheme will:
 - D2.3.1 send a notification confirming that the Tenant must respond within 14 Working Days from the date of notification of the Member's application and the consequences if the timescale is not complied with [see D2.5];

D2.3.2 provide information about the ADR process (including the options to negotiate a settlement or resolve through the Petty Debts Courts) and confirm that any Disputed Deposit Amount will be held by the Scheme in a Designated Account;

D2.3.3 ask that if the Tenant is in agreement with the Member's application.

D2.4 If the Tenant accepts the amounts as specified in the Member's application, the Scheme will release the Deposit monies within 5 Working Days of the Scheme's receipt of such confirmation from the Tenant.

D2.5 If the Tenant is not in agreement with the Member's application then the matter will go to Dispute. The Tenant must inform the Scheme of the disagreement within 14 Working Days of being notified by the Scheme of the Member's application and also confirm whether he agrees that the Deposit Dispute can be resolved by the Scheme's ADR service or through the Petty Debts Court.

D3 Request for Release of Deposits by the Tenant

D3.1 The Tenant can make an application for the release of the Deposit at the end of the Tenancy by completing a Deposit Release Request Form either online or in writing and supplying the following information:

D3.1.1 The date the Tenancy ended.

D3.1.2 The amounts to be released to the Member and Tenant(s).

D3.1.3 The Tenant's bank details

Scheme Note: The default position will be that the Member makes the first application for the release of the Deposit. If the Member does not make an application then the Tenant can complete a Deposit Release Request Form. The Scheme will ask the Tenant to confirm that the application has been made following discussion with their Landlord/Agent or that they are not contactable.

D3.2 The Scheme will contact the Member to notify him of the Tenant's application to release the Deposit.

D3.3 The Scheme will:

D3.3.1 confirm that the Member must respond to us within 14 Working Days from the date of notification of the Tenant's application. Failure to do so will entitle us to release the amount(s) of the Deposit in accordance with the Tenant's release request;

D3.3.2 inform the Member that if he makes an application in accordance with D2 up to 14 Working Days from the Tenant's application in D3.1 then the Scheme will not progress the Tenant's application and instead follow the procedure in D2;

D3.3.3 request, if the Member is in agreement with the Tenant's application, the Member's bank account details and Release Code (if applicable).

D3.4 If the Member accepts the amounts as specified in D3.1.2, the Scheme will release the Deposit monies within 5 Working Days.

D3.5 If the Member informs the Scheme that he disagrees with the amounts specified in D3.1.2 he will be able to complete a Counter Deposit Release Request whereby he will follow the procedure in D2 and the Tenant will be given an opportunity to agree or disagree with the Member's position.

D3.6 If the Member fails to respond to the Tenant release request within 14 Working Days and from the information provided at the point of the deposit protection, the Tenancy has not ended, the Scheme will cancel the Tenant's request to release the deposit until such a time as;

D3.6.1 the Member contacts the Scheme to authorise the release of the Deposit; or

D3.6.2 the Tenancy has ended (according to the information provided by the Member) and a new Deposit Release request has been actioned.

D4 Deposit Release for Joint Tenancies

- D4.1 If a Member makes an application for the release of the Deposit the Scheme will contact the Lead Tenant to confirm the application.
- D4.2 Any other Joint Tenant may contact us to take over from the Lead Tenant but he must respond within the initial 14 Working Days of the day on which the Lead Tenant was sent the initial notification. A Tenant who then contacts us must provide us with evidence that he is acting on behalf of all the other Joint Tenants.

Scheme Note: Whichever Joint Tenant responds to the notification will be required to confirm in writing that:-

- (a) he will personally conduct all aspects of the Deposit Dispute pursuant to [b] to [e] inclusive;*
- (b) he has written authority to act for all the Joint Tenants;*
- (c) he undertakes and agrees to distribute the money which may be returned to him to the other Joint Tenants as directed by the Scheme;*
- (d) he agrees to indemnify the Scheme against any claims or loss by the other Joint Tenants made as a result of his conduct; and*
- (e) he will notify all the Joint Tenants that the Scheme cannot resolve any disputes between the Joint Tenants.*

- D4.3 If a Tenant to a Joint Tenancy makes an application for the release of the Deposit the Scheme expects the Lead Tenant to make the application. If any other Joint Tenant wishes to make an application for release of the Deposit then he must contact the Scheme by telephone. The Scheme will only operate one deposit release per Registered Tenancy.

D5 Terms under which the Scheme holds any Disputed Deposit Amount

- D5.1 Where the Scheme receives notification of a Disputed Deposit Amount then this amount will continue to be held in a Designated Account by the Scheme until the Deposit Dispute is resolved.
- D5.2 The Scheme will release any undisputed Deposit amounts to the parties as soon as practicable upon our receipt of the notice from the parties that there is an undisputed Deposit amount.

Scheme Note: This will occur when the Scheme receives applications from both the Member and Tenant of the amount of the Deposit they request to be released.

- D5.3 If the Scheme receives notification from both parties that any Disputed Deposit Amount has been resolved at any time prior to an Adjudication Decision, the Disputed Deposit Amount will be repaid in accordance with that agreement within 5 Working Days of the Scheme being notified of the agreement by both parties.
- D5.4 If the Tenant notifies the Scheme that they wish to dispute all or some of the Member's application for the release of the Deposit but do not provide consent to use our ADR service, the Scheme will still direct the matter to ADR under Regulation 23 and both parties will be able to provide evidence to support their positions.

Section E: Disputes between Member and Tenant over the release of the Deposit

Raising a Deposit Dispute

The Scheme urges the Member to negotiate the amount of the Deposit to be released to the Tenant at the end of the Tenancy. The Scheme provides Alternative Dispute Resolution (ADR) as a method of Deposit Dispute resolution. The ADR process is evidence based and will result in an Adjudicator making an Adjudication Decision. The Scheme's ADR process is not mediation, arbitration or counselling and the parties will not be required to meet with the Adjudicator.

Both parties must submit their evidence to us in accordance with these Scheme Rules and the Conditions of Deposit Disputes. The Scheme engages Adjudicators to analyse the evidence submitted (within our timescales) and to make a binding Adjudication Decision as to how the Deposit should be distributed.

Tenants are informed of the procedure and timescales for raising a Deposit Dispute at the time the Deposit is Protected with the Scheme and also at the time that an application is made for the release of the Deposit. The Member undertakes to provide the Scheme with the most up to date Contact Details for all the Tenants of a Recorded Tenancy and that this information is updated appropriately. Where the Contact Details are incorrect, incomplete or missing the Member must demonstrate the information they provided to the Scheme is, to the best of their knowledge, accurate.

- E1** The Member should take responsibility to negotiate with the Tenant the amount of the Deposit to be returned to the Tenant at the end of the Tenancy.
- E2** The Scheme provides an Alternative Dispute Resolution service in accordance with the Regulations which encourage its use as a method of Deposit Dispute resolution.
- E3** Whilst there is no obligation for Tenants to use the Scheme's ADR service, it is available at no additional cost and is designed to allow quick and easy access to a resolution of the Deposit Dispute.
- E4** The Scheme has a separate document entitled **my|deposits Jersey** Conditions of Deposit Disputes. The Conditions of Deposit Disputes set out how the Scheme deals with Deposit Disputes including acceptance, process and resolution.
- E5** All Members are contractually bound to agree to abide by the latest edition of the Conditions of Deposit Disputes as an addendum to the **my|deposits Jersey** Scheme Rules. The Conditions of Deposit Disputes are available online in the public area of the Scheme's website or can be posted to the Member if a request is received over the telephone or by letter.

Section F: Miscellaneous Rules and Provisions

- F1** These Scheme Rules, the Conditions of Deposit Disputes and Supporting Scheme Documentation will need to be updated from time to time. Notices of any changes will be posted on our website, in newsletters and/or direct mail.
- F2** The Member agrees to abide by the latest version of the Scheme Rules notwithstanding any earlier version which was in force when the Deposit was Protected.
- F3** Members and Tenants are required to answer security questions when they telephone the Scheme.
- F4** The Scheme may delay action if we have any concerns about a Member's compliance with these Scheme Rules, identity, fraud or money laundering.
- F5** The Scheme cannot be held responsible for intervening events beyond our control which prevent, delay or impede our ability to operate the Scheme or these Scheme Rules.

Scheme Note: This includes (not exclusively) events such as fire, flooding, strike or terrorism.

- F6** These Scheme Rules are governed by and shall be construed in accordance with the Relevant Legislation and the laws of Jersey.
- F7** Our previous ADR Decisions may not be relied upon as precedent or authority for deciding any following Deposit Dispute. Each Deposit Dispute is heard on its own individual merits and Supporting Evidence submitted by both parties.
- F8** Any Scheme notes or information posted on the website to assist and notify Members, the Tenants or parties involved with the Scheme is intended as general guidance and assistance and is non-specific and does not override the strict requirements of the Act, Regulations or any related statutory instruments.
- F9** Any claim that a Member may have against us is limited to the Protected Deposit Amount plus interest at 2% above HSBC base rate from the date of the liability being proven against us.
- F10** Neither Members or Tenants are entitled to any interest on the Deposit monies lodged with the Scheme.
- F11** Time is to be strictly interpreted and observed within all prescribed periods. The Scheme may allow additional time only if suitable evidence is given as to the cause of delay. If a statutory time regulation gives no flexibility then the Scheme cannot grant any leniency.
- F12** If the Scheme makes an incorrect payment to any party as a result of an administrative error then that party is required to immediately return the amount upon request by the Scheme. Failure to return the amount in accordance with a request is likely to result in legal proceeding being instigated to retrieve the outstanding amount.

Section G: Complaints Procedure

- G1** Our aim is to provide a first class service to all Members and Tenants and to do everything we can to ensure that you are satisfied. If you feel that we have fallen short of this standard and you wish to complain, you should do so in writing at:

mydeposits Jersey
Premiere House
Elstree Way
Borehamwood
Hertfordshire
WD6 1JH
United Kingdom

or by email at: complaints@mydepositsjersey.je

- G2** On receipt of a complaint we will investigate the complaint fully and respond to you accordingly.

- G3** The timescales for dealing with a complaint are as follows:

G3.1 In the majority of instances we will investigate and respond fully to a complaint within 14 Working Days following receipt.

G3.2 If we are unable to resolve the matter within 14 Working Days we will advise you and give our estimate of the time we expect to need to deal with the complaint.

G3.3 Our final response to the complaint will remain and cannot be appealed through the Scheme.

- G4** This Complaints Procedure cannot be used to appeal against an Adjudication Decision; there is a separate and dedicated process for requesting a Review of an ADR Decision when you believe that there has been an error of fact or Law.

- G5** The State of Jersey Ministers have responsibility for monitoring the Tenancy Deposit Protection Schemes under The Residential Tenancy (Deposit Scheme) (Jersey) Regulations 2014.

Appendix 1: Data Protection Notice

Scope

The Scheme is operated for the States of Jersey by Tenancy Deposits (Jersey) Limited trading as **my|deposits Jersey**.

This Data Protection Notice applies to **my|deposits Jersey** with regards to personal information and data collected about Landlords, Agents and Tenants in connection with the Tenancy Deposit Scheme under The Residential Tenancy (Deposit Scheme) (Jersey) Regulations 2014.

Personal Information

my|deposits Jersey collects the information Users are asked to provide during the Scheme Account Set-Up and which is supplied during the period that any Deposit is Protected by a User.

Our websites and e-mails use common internet tools such as cookies and beacons.

my|deposits Jersey sometimes collect information about the parties from other sources, such as Tenants, land registry data, postal services data, credit checking organisations or other sources necessary to confirm identity or the instructions provided.

my|deposits Jersey is entitled to hold and keep a record of any information obtained from or about you in connection with the Scheme. Such information may be retained after an individual is no longer a User under the Scheme in accordance with our record keeping policy.

For more information on the Scheme's information storage and collection practices (including how to delete or refuse cookies), please contact us.

Uses and Sharing

Personal information will only be handled for the purposes of the Tenancy Deposit Scheme. This includes providing Alternative Dispute Resolution and administering the Scheme, although **my|deposits Jersey** may be required to disclose details of your Scheme activities to regulators, industry bodies and other organisations for the purpose of fraud prevention and money-laundering, or if there are concerns of a criminal nature regarding your activities.

A condition of using the Scheme is that Users consent to **my|deposits Jersey** sharing Member details and data, including Deposit Protection details, with the Jersey States when required. The information gathered may also be used for research, historical & statistical purposes. We may be required to generate and supply anonymous data to the Jersey States via quarterly and annual reports.

We will only disclose personal information to third parties beyond the purposes of the Tenancy Deposit Scheme with your consent or in accordance with the Data Protection (Jersey) Law 2005.

We process data to run the Scheme. In the event of a Deposit Dispute, information and data may also be processed by an Alternative Dispute Resolution service provider instructed by the Scheme. These organisations are required to protect data for us and cannot apply personal information for purposes unconnected with the Scheme.

Personal information may be transferred outside Jersey, the UK or European Union for the purpose of providing access to the information from a website outside the European Union. You agree that we may do this whether or not the recipient countries have equivalent data protection legislation. We will always process data in accordance with the Data Protection (Jersey) Law 2005.

Your Rights

Under the Data Protection (Jersey) Law 2005, Landlords, Agents and Tenants have the right to a copy of the personal information being held about them and the details of the recipients of the personal information. Such personal information may be obtained by making a written request to [the Data Protection Officer], paying the applicable fee (if any) as may be required in accordance with the Data Protection (Jersey) Law 2005. Please contact us to correct any errors in the information or for more information on your rights.

Contact Details

We can be contacted at:

mydeposits Jersey, First Floor, Premiere House, Elstree Way, Borehamwood, Herts WD6 1JH, UK

By telephone on 01534 747310 8.30am to 5.30pm Monday-Friday (Excluding Jersey Bank Holidays) or by email on info@mydepositsjersey.je

my|deposits Jersey

my|deposits Jersey

Premiere House

1st Floor

Elstree Way

Borehamwood

Hertfordshire

WD6 1JH

United Kingdom

Tel: 01534 747310

Authorised by:



supporting you

Tenancy Deposits (Jersey) Limited trading as my|deposits Jersey, registered in Jersey States No: 119137. Registered Office: PO Box 456, Portman House, Hue Street, St Helier, Jersey JE4 5RP, is authorised to operate a custodial tenancy deposit protection scheme, jointly owned by the National Landlords Association and HFIS plc T/A Hamilton Fraser Insurance (the Scheme Administrator).