

# Tenancy Deposit Agreement

[admin@jdestates.net](mailto:admin@jdestates.net) / 0151 263 3353

Property Management and Letting

286 - 288 Breck Road, Everton, Liverpool L5 6QB

## Tenancy Deposit Agreement

This form is prescribed under the Housing Act 2004. This means all the parties to the Assured Short hold Tenancy Agreement (**ASTA**) must be made aware of their rights during and at the end of the **ASTA** regarding the protection of deductions from the deposit.

### Details from the ASTA

Address of the property to which the ASTA relates		Name of the Tenant	
Home Address		Postcode	
Mobile		Email Address	

### Details of the Person Paying the Deposit

Full Name		Email Address	
Address & Postcode		Deposit Amount	£
Bank Account <i>(this account will only be used to return the deposit)</i>	Name Of Bank:	Sort Code	
		Account Number	

### Details of the Deposit Holder

Name	JD Estates	Email Address	admin@jdestates.net
Address	286-288 Breck Road Liverpool	Postcode	L5 6QB
Telephone	0151 263 3353	DPS ID	116813

### Terms of Agreement

- Should the deposit not be paid in full by .....; the contract will be cancelled and any monies that are paid will not be refunded. .... signed
- The holder of the deposit will register the deposit with the Deposit Protection Service (**DPS**) within 30days of the commencement of the Tenancy or the taking of the deposit, whichever is earlier. The **DPS** will then contact the tenant with confirmation that they have received the deposit and issue details of their payment and deposit ID number. These details must be retained by the tenant in order to reclaim their deposit at the end of the tenancy; these details are not sent to JD Estates.

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3. Information regarding what is the Deposit Protection Service and explaining how the deposit is protected by the Housing Act 2004 can be found at [www.depositprotection.com](http://www.depositprotection.com) or from **0330 303 0030**
4. Deductions may be made from the deposit according to **Clause 1.5** of the **ASTA**. No deductions can be made from the deposit without written consent from both parties to the Tenancy. The procedure for instigating a dispute regarding deductions from the deposit can be found on the DPS website [www.depositprotectionservice.com](http://www.depositprotectionservice.com)
5. The DPS is specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the landlord or agent are unable to contact the Tenant, or the Tenant unable to contact the Landlord or Agent. Under these circumstances the member must do the following;
  - Make every practical effort, over a reasonable period of time but no longer than it would take for the Independent Case Examiner (ICE) to resolve a dispute, to contact the Tenant/Landlord using the information readily available.
  - Determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do
  - Allocate the deposit, pay the party who is present as appropriate and transfer the amount due to the absent Tenant/Landlord to a suitably designated 'Client Suspense (bank) Account
6. A formal record of these activities should be made, supported by appropriate documentation. Following sufficient time (usually 6 years) having elapsed from last contact from the absent Landlord/Tenant the member may then donate the amount allocated to them to a registered charity, subject to an undertaking that any valid claim subsequently received by the member from the beneficial or legal owner would be immediately met by the member from its own resources.
7. Should the absent Tenant or Landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate. JD Estates confirms that the information provided to the Tenant is accurate to the best of their knowledge and belief and the Tenant has had the opportunity to examine the information.

### Declaration

I, the undersigned, confirm I have been given the opportunity to examine the information and agree that the information presented above is accurate to the best of my knowledge and belief

<b>Tenant Signature:</b>	<b>Date:</b>
<b>Signature on behalf of JD Estates:</b>	<b>Date:</b>
<b>Print Name:</b>	