



TDS Direct



A Guide for
Landlords

What is TDS Direct?

Under TDS Direct the sole responsibility for raising a dispute with TDS about the return of a deposit rests with the Tenant(s).

What happens at the end of the tenancy?



At the end of the tenancy there will normally be a check out and the agent or the landlord will advise the tenant what deductions, if any, they wish to make from the deposit. If agreement is reached between the parties then the person holding the deposit will pay out the deposit in accordance with the agreement.

However if the tenant does not agree then they are allowed under the Housing Act 2004 to raise a dispute with TDS. They can only do this if more than 10 days have passed from when they asked the landlord or agent to return the deposit.



What happens when a tenant raises a dispute?

If you are the tenant you can raise a dispute online at www.tenancydepositscheme.com
When TDS receives a dispute we then:



Contact the letting agent who is holding the deposit to send us the amount of the deposit that is in dispute.



Contact the landlord (or the agent if the tenancy is fully managed by the agent) to upload to our website details of the dispute and any evidence that the landlord has to support the proposed deductions.



This evidence is then made available to the tenant via the website and the tenant will be asked to upload any of their own evidence.



Adjudication

TDS will then review the evidence from both sides and an independent and impartial adjudicator will decide how the disputed deposit should be allocated between the parties. This will normally happen within 28 days of the evidence being received from both parties.

If the letting agent is managing the tenancy and the dispute we will pay any disputed deposit awarded to the landlord direct to the letting agents.

If TDS has been dealing directly with the landlord in relation to the dispute we will pay the disputed deposit to the landlord.

Does the landlord/letting agent have to agree to TDS dealing with the dispute?

In order for TDS to deal with the dispute the landlord (or their agent if the agent is managing the tenancy) has to give consent to TDS dealing with the dispute.

If consent is not given, the law still requires TDS to ask for the disputed deposit but we will then give the landlord 6 months in which to resolve the matter in the County Court. If after 6 months the case has not been raised in the County Court TDS will return any disputed deposit it holds to the tenant.



What happens if the tenant does not raise a dispute but the landlord claims they are owed money from the deposit?

If the tenant agrees that they owe money then this can be repaid to the landlord from the deposit by the managing agent.

If the tenant does not agree then they can raise a dispute with TDS and the matter can be resolved.

The landlord can also raise a case in the County Court if the tenant does not ask TDS to resolve any dispute.

What happens if the landlord/agent does not respond and submit evidence?

If the landlord (or their agent if they are directly dealing with the dispute) does not respond to the dispute or submit evidence TDS will return the disputed deposit to the tenant.

Similarly if the tenant does not send any evidence to TDS challenging any proposed deduction TDS will return the disputed deposit to the landlord (or the letting agent if they are dealing with the dispute).



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www.tenancydepositscheme.com



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