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Northern Ireland

Tenancy Deposit Protection



You hold



Insurance

You hold
the deposit

Scheme Rules for Insurance Based Tenancy Deposit Protection

1st Edition

Insurance-Based Tenancy Deposit Protection for Northern Ireland Approved under the Tenancy Deposit Schemes (Northern Ireland) Regulations 2012

Dear Member

Thank you for choosing **my|deposits Northern Ireland** to Protect Deposits on behalf of your Tenants.

From 1st April 2013 all deposits taken on Private Tenancies require Protecting with an approved tenancy deposit scheme.

It is a condition of you agreeing to use the Scheme that you agree to abide by these Scheme Rules, as a legally binding contract between the Scheme and you, the Member. The undertakings and conditions contained in the Membership Application Form also form part of the contract. You are asked on the Membership Application Form to confirm that you have read and understood these Scheme Rules. If you have any doubts about what you are signing, you should seek independent legal advice.

Landlords (both private and corporate) and Agents may become Members of **my|deposits Northern Ireland**. Agent Members must have authority to Protect Deposits on behalf of their Landlord Clients. Landlords of Residential Property must protect a Tenant's Deposit in accordance with the Tenancy Deposit Schemes (Northern Ireland) Regulations 2012. This includes a requirement to provide the Tenant with the Regulation 12 Information. If the Landlord fails to protect the Deposit or provide the Regulation 12 Information, he is guilty of an offence and may be liable for a fine up to a maximum of £20,000.

Members must note that the timescales set out in these Scheme Rules are critical and many are set down by the Regulations. We will rely on the accuracy and authenticity of the Contact Details provided to us and Members will be responsible for the consequences of delayed responses when required to respond within the timescales.

A Landlord Client who instructs an Agent Member must be aware that we will be entitled to assume that the Agent Member has general authority to deal with and contract on all matters relating to the Tenant's Deposit. Wherever possible we will deal with the Agent Members in Protecting Deposits and in any Deposit Dispute. Notwithstanding the appointment of the Agent, the Landlord Client must be aware that he remains ultimately responsible for the Tenant's Deposit and for the actions and defaults of the Agent he appoints.

Whenever you, the Member, protect a Deposit with the Scheme, we must receive any required fees in cleared funds for the Protection to be valid.

These Scheme Rules will be updated from time to time. It is important to visit our website for the most recent version. We will adopt the latest set of Scheme Rules when considering a Deposit Dispute.

We aim to provide a friendly and efficient service at all times. I would like to welcome you as a Member of the Scheme, and hope that the service you receive meets your expectations and our aspirations and aims.

Eddie Hooker

Eddie Hooker
Chief Executive Officer - **my|deposits Northern Ireland**

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Definitions

Wherever the following words and phrases appear in the Scheme Rules they have the following meanings to interpret and enforce the Scheme Rules.

All references to persons, agents, landlords, and tenants in these Scheme Rules shall include, a company, partners and both male and female genders, and both the singular and plural.

NB notes are intended to assist and only provide information and explanation.

Actual End Date Of Tenancy

The date the Tenant leaves the Residential Property with or without the agreement of the Member.

Adjudicator

The qualified person appointed by the Scheme to make a decision through our Dispute Resolution Mechanism.

Agent

A letting or managing agent acting with the authority of Landlord Clients to take and hold Deposits.

Application Form

The Application Form which a prospective Member completes.

NB: The Application Form and these Scheme Rules form a Membership contract.

Calendar Day(s)

Any calendar day of the year (See definition of 'Working Day').

Client Money Account

A segregated and ring-fenced 'in trust' client money account, with a UK clearing bank or a Building Society. The account must be free of lien, charge or adverse claim and be retained for the specific purpose of holding client money only.

NB: Unlawful interference with a Client Money Account is a criminal offence.

Company Landlord

A public or private limited company (PLC or LTD), or a limited liability partnership (LLP) that Owns and lets Residential Property on a Private Tenancy with the Landlord being the name of the company or LLP.

Contact Details

The contact information we request for the Tenant(s) and, if relevant, any Interested Party, which the Member provides to the Scheme at the time of Protecting a new tenancy.

Scheme Note: The Contact Details will include the full name, correspondence address and a mobile number for the Tenant, any authorised Representative and in the case of Joint Tenancies, the full names of all Tenants party to the Joint Tenancy including where possible mobile phone numbers or email addresses for all the Joint Tenants. The Member must keep the Contact Details up to date during and at the end of the Tenancy. Where the Contact Details are incorrect, incomplete or missing, the Member must demonstrate that the information that they provide to the Scheme was, to the best of their knowledge, accurate.

Default DRM

DRM initiated by us when the Member fails to respond to notification of a Deposit Dispute in accordance with Regulation 25.

Deposit

In relation to a private tenancy, means any money intended to be held (by the Member or otherwise) as security for:

- (a) the performance of any obligations of the Tenant arising under or in connection with the Private Tenancy, or
- (b) the discharge of any liability of the Tenant so arising.

Deposit Dispute

When the division of the Deposit is being disputed, using the Scheme.

Deposit Protection Certificate (DPC)

A certificate produced by us confirming the Protection of the Deposit.

Deposit Protection Fee

The fee payable by the Member to us to Protect the Deposit.

Designated Account

Our bank account designated to hold Disputed Deposit Amounts pending agreement between the parties, or a decision by DRM or the Court.

Dispute Notification Claim Form (DNCF)

A Scheme Form to initiate a Deposit Dispute for completion by the Tenant.

Dispute Papers

The DNCF (with supporting evidence from the Tenant) initiating the Deposit Dispute, the Dispute Rebuttal Form and any Rebuttal Evidence submitted by the Member.

Dispute Rebuttal Form

A Scheme Form to allow a Member to respond to the Tenant's DNCF.

NB: Rebuttal Evidence is to be submitted with this form.

Dispute Resolution Mechanism (DRM)

An impartial and legally binding service offered by us to our Members and their Tenants as an alternative to Court action for resolving Deposit Disputes, as defined by Regulation 30 (1).

Disputed Deposit Amount

The amount of the Deposit which is the subject of a Deposit Dispute.

Interested Party

A third party who has contributed to the Deposit and is named on the DPC.

Joint Tenancy Agreement

When more than one Tenant enters into a Private Tenancy and all the tenants are jointly and severally responsible for the terms.

Joint Tenancy Information Form

A Scheme form to assist the Member if they Protect a Deposit relating to Joint Tenants (see C2.1).

Joint Tenants

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

Landlord

An individual(s) who Owns and lets Residential Property on a Private Tenancy.

Landlord Client

A Landlord who instructs an Agent Member to hold their Tenant's Deposit(s).

NB: The Landlord Client must be registered with us by the Agent Member.

Landlord Registration Number

The registration number allocated to the Landlord when he registers as a Landlord with a local authority in Northern Ireland.

Scheme Note: A mandatory landlord registration scheme will be enacted in Northern Ireland in the middle of 2013 – for further information please refer to the Landlord Registration Scheme (NI) Regulations 2012.

A Landlord may have more than one Landlord Registration Number so must provide the correct number depending on the location of the Residential Property to which the Deposit Protection relates.

Lead Tenant

One Tenant who is authorised by all Joint Tenants. We will be entitled to accept in good faith the nominated Lead Tenant in respect of all dealings regarding the Deposit, and in particular we will be entitled to accept as binding a validly executed tenancy agreement which nominates such a person.

Member/Scheme Member

A Landlord or Agent who is a Member of the Scheme.

Membership Fee(s)

Joining or renewal fees payable by the Member for Scheme Membership.

Membership Period

The period of Agent Membership (usually twelve months) for which Membership Fees have been paid.

NB: See B2 for Membership cancellation.

The Order

The Private Tenancies (Northern Ireland) Order 2006 (as amended) and including any statutory instruments made there under.

Own(s)

Any legal estate in possession of property in Northern Ireland. For the avoidance of doubt, a tenancy is not a legal estate for the purpose of these Rules.

Periodic Tenancy

A periodic tenancy is one which runs from week to week, month to month, or quarter to quarter. It can be ended by giving the required notice to the other party. Any tenancy can be created to be a periodic tenancy, although most

periodic tenancies arise when the initial fixed term of a tenancy has ended and the parties continue the tenancy without signing a new tenancy agreement.

Private Tenancy

Any tenancy as defined by paragraph 3 of the Private Tenancies (Northern Ireland) Order 2006.

Protect/Protection/Deposit Protection

The Protection of a Deposit by a Member, with the Scheme.

Rebuttal Evidence

The evidence to support the Rebuttal Form (must include a copy of the tenancy agreement).

The Regulations

The Tenancy Deposits Schemes Regulations (Northern Ireland) 2012.

Regulation 12 Information

The information a Landlord must provide to the Tenant with regards to the Deposit Protection in accordance with The Tenancy Deposit Schemes Regulations (Northern Ireland) 2012.

Regulatory Requirement

Statutory regulations imposed by legislation.

Residential Property

Any property in Northern Ireland used as a dwelling including but not limited to, a flat, maisonette, part of a building, house or set of rooms let under a Private Tenancy.

Review (of Adjudication)

Following receipt of an Adjudication Decision a party to the Deposit Dispute may request a review in accordance with Section F.

Risk Assessment

The checks we carry out on all Agent Member applications and at renewal including a credit check and also monitoring reports carried out during Membership.

Scheme

The **my|deposits Northern Ireland** Tenancy Deposit Protection Scheme approved by Northern Ireland executive and administered by us pursuant to the Regulations.

Sub-let

A Private Tenancy where a person (usually a Tenant) acts as a Landlord without Owning the Residential Property and creates a tenancy to a sub-tenant.

NB: The Scheme will not Protect a Deposit taken on a Sub-letting.

Tenant

A person who takes a letting and pays rent to a Landlord/ Agent under a Private Tenancy.

Three Months

Three months means three calendar months, for example; 1st January to 31st March or 15th January to 14th April.

UK Resident

A person with an address at which they are permanently resident in the United Kingdom (excluding the Isle of Man but including the Channel Islands) or a serving

member of HM Forces stationed outside the United Kingdom for operational purposes.

Un-Protect/Un-Protection/Un-Protecting (of the Deposit)

The ending of Deposit Protection following the Member's notification to us that there has been an agreement between the Member and Tenant as to the retention and/or return of the Deposit, the settling of a Deposit Dispute through Court Order/DRM or if the Tenant has left the Residential Property and cannot be traced.

NB: Members should use the 'Scheme Member's Request to Un-Protect a Deposit Form' provided by us as this enables the Tenant to sign and confirm agreement.

We/Us/Our

The **my|deposits Northern Ireland** Insurance Based Tenancy Deposit Protection Scheme.

Working Day

Any Calendar Day excluding Saturdays, Sundays, Christmas Day, Good Friday and any day which, under the Banking and Financial Dealings Act 1971, is a bank holiday in Northern Ireland.

NB: Also see definition of 'Calendar Day'.

Section A: Membership

A1 Membership Acceptance Criteria

A **Landlord** (either private or company) can apply by paper Application Form, online through our website or an associated website or by telephone. The Landlord must agree to be bound by the terms of the Scheme Rules and Application Form as a contract of Membership.

An **Agent** must complete a signed paper Application Form and confirm agreement to the Scheme Rules both of which form the contract of Membership. The Scheme carries out a Risk Assessment on Agents.

The contract of Membership includes conditions and undertakings by the Member. The conditions are continuing obligations to which Members are contractually bound. The Member must tell the Scheme about any relevant changes to the Membership conditions. The Scheme relies on the accuracy of the information provided.

A1.1 The Member, as Landlord must:

- A1.1.1 Complete the Landlord Membership Application Form;
- A1.1.2 Own and let Residential Property in Northern Ireland and be named on the tenancy agreement (of the Protected Deposit) as Landlord;
- A1.1.3 Always hold and remain accountable for Protected Deposits;
- A1.1.4 Not be a patient under the Mental Health Acts;
- A1.1.5 Not be subject to any bankruptcy, receivership or insolvency order;
- A1.1.6 Place all their Deposits into a Client Money Account if they Protect over £100,000.00 worth of Deposits with Us;
- A1.1.7 Only Protect a maximum of £250,000.00 of Deposits per Membership.

A1.2 In addition to the relevant clauses of A1.1, the Member, as Company Landlord must:

- A1.2.1 Be incorporated and registered in the UK, Channel islands or Isle of Man and provide the full registered company name and company registration number;
- A1.2.2 Provide the full names, addresses and dates of birth for two officers of the company (where possible);
- A1.2.3 Always hold and remain accountable for Protected Deposits;
- A1.2.4 Be free of any petition to wind up, liquidation, receivership or insolvency orders.

NB: Where a Charity acts as Landlord it must join as a Company Landlord.

A1.3 The Member, as Agent must:

- A1.3.1 Complete the Agent Membership Application Form;
- A1.3.2 Let and/or manage Residential Property in Northern Ireland with the continuing authority of Landlord Client(s);
- A1.3.3 Always hold Deposits on behalf of Landlord Client(s) and ensure that such Deposits never form part of the Agent's money or assets;
- A1.3.4 If they hold any deposit, always hold such Deposits in a Client Money Account and agree to provide evidence of this Client Money Account when requested by us (See B1);
- A1.3.5 Be free of any petition to wind up, liquidation, receivership or insolvency orders.

NB: Agent Members can only Protect Deposits which they hold. If any Deposit is held by a Landlord Client then the Landlord Client must become a Member of the Scheme to Protect the Deposit with us.

A1.4 Agent Members Registration of Landlord Clients:

A1.4.1 With regards to the registration of a Landlord Client, the Agent Member must:

- A1.4.1.1 Fully complete the Landlord Client Registration Form to register Landlord Clients with us;
- A1.4.1.2 Give the Landlord Client a copy of the latest Scheme Rules;
- A1.4.1.3 Tell the Landlord Client that he is ultimately responsible for the Deposit and that he has obligations to the Tenant regarding the Deposit paid under the terms of the Private Tenancy (even if the Agent acts fraudulently or becomes bankrupt).

A1.4.2 With regard to the registration of Landlord Clients, the Agent Member must NOT:

- A1.4.2.1 Use the Agent Member's own address or telephone number as Contact Details for the Landlord Client;
- A1.4.2.2 Register Landlord Clients with us who are based overseas, unless we have given permission;
- A1.4.2.3 Attempt to register a Landlord Client who would not be accepted if the Landlord applied for Membership.

NB: If an Agent Member has doubts about this, he should check with us first and provide full disclosure.

A1.5 All Members must:

- A1.5.1 Join the Scheme as themselves and not on behalf of another person or company. A third party cannot set up a Membership on behalf of another person or company;
- A1.5.2 Not have been refused or excluded Membership of, this or any other tenancy deposit protection scheme whether insurance based or custodial in their own name(s) or in any other name or capacity as principal, agent, joint applicant or nominee;
- A1.5.3 Not have been convicted of any criminal offence or have any criminal prosecutions pending;

NB: At our discretion we will consider less significant criminal convictions or those which occurred several years ago. Minor motoring convictions will be disregarded. We will NOT consider any application where financial offences have occurred.

- A1.5.4 Agree the Membership terms and conditions under these Scheme Rules which require observance by all individuals, traders, companies, or officers of any company (including Limited Liability Partnerships) or partners in a partnership, employees and agents, in regard to each Membership contract;
- A1.5.5 If being a company or trading entity requiring registration and compliance, observe all Regulatory Requirements;
- A1.5.6 Always provide a correspondence address in Northern Ireland;
- A1.5.7 Agree that they can be contacted by email and telephone (including text message). We will rely on the Contact Details we have been provided with by the Member;
- A1.5.8 Respond to Scheme communications when requested to do so;
- A1.5.9 Undertake to reimburse the Scheme, in respect of any amounts paid to a Tenant by the Scheme in accordance with Regulation 8 (c).

A2 **Payment of Membership Fees**

- A2.1 The Member agrees to pay all Membership Fees as required. Membership of the Scheme will only commence or be renewed when we have received cleared payment of Membership Fees.
- A2.2 Payment of Membership Fees must be made in accordance with the Application or Renewal Forms.
- A2.3 Cash will not be accepted for payment of Membership Fees.

A3 **Changes to Membership and/or Membership Data**

- A3.1 Membership is not transferable. If an Agent Member or Company Landlord changes its legal status then the Member must inform us and obtain a new Membership using the correct company information and paying the specified fee.

NB: Please note clause C1.6 – Deposit Protections are not transferrable so the Member must re-Protect all of his Protected Deposits using the new Membership.

- A3.2 The Member must tell us immediately in writing of changes in any circumstances in respect of the Membership criteria as detailed in A1 and the information supplied in the Membership application form.
- A3.3 Non-disclosure or misrepresentations by a Member may result in Membership cancellation under B2. We may need to change the terms and conditions of Membership based on any non-disclosure of misrepresentation made by the Member.
- A3.4 In the unfortunate event of a Member's death, it is the responsibility of the executor or a beneficiary under the Member's Will to contact the Scheme, providing us with a copy of the death certificate and if applicable the grant of probate, along with a completed Membership application form to transfer the Membership into the relevant person's name.

A4 **Agent Member Renewal**

- A4.1 If an Agent Member has Protected Deposits at the end of a Membership period, then the Agent Member will be required to renew Membership for the Deposits to remain Protected.
- A4.2 If Membership is not renewed with the Scheme, either voluntarily or because we are not prepared to offer new Membership terms following a renewal application by the Agent Member then clause B4 will apply.
- A4.3 The Agent Membership renewal process may change from time to time. The Agent Member agrees to provide any information requested as part of the renewal process at the time of renewal.

A5 **Declining Membership**

We may decline an application or renewal of Membership at our discretion.

Section B: Audit, Breach of Contract and Cancellation of Membership

B1 Member Audits

We may undertake a Membership audit at any time to ensure a Member's compliance with the Scheme Rules. On an Agent Membership, the audit can include an unannounced personal visit, with a request to see the Client Money Account.

B2 Breach of Contract and Cancellation of Membership by my|deposits Northern Ireland

B2.1 We may serve a 14 Calendar Day written notice to suspend Membership, which may lead to Membership cancellation, in the event of any of the following occurring, which we consider to be breaches of the Member's relevant obligations of the Scheme:

B2.1.1 Non-payment of any fees or other money requested and due to us;

B2.1.2 Failure to lodge a Disputed Deposit Amount when required;

B2.1.3 Any statement made by the Member or information given which we discover to be a misrepresentation or fraudulent;

B2.1.4 An Agent Member's failure to maintain a Client Money Account and/or to produce on request an itemised Client Money Account statement for a minimum period of the previous 30 Calendar Days (including originals if requested) and to provide a letter from the appropriate bank confirming the existence of the Client Money Account;

B2.1.5 An Agent or Company Landlord Member being subject to a financial judgement, a petition to wind up or the appointment of a liquidator, receiver, administrator, administrative receiver, bankruptcy, proposal to strike off or if the Member ceases to carry on business generally or under the name he has registered with us;

NB: We may consider evidence of discharge of debts and satisfaction of claims however the Member must submit clear and explicit evidence.

B2.1.6 The Member becoming or being declared bankrupt, insolvent, or convening a meeting of or making or proposing to make any arrangement with creditors;

B2.1.7 The Scheme discovering that a Landlord Member does not Own or is Sub-letting the Residential Property of the Deposit Protection;

B2.1.8 The Member has been living outside of the UK for a period of at least three months from the date a Deposit is Protected;

B2.1.9 Where the Member acts in an aggressive or abusive manner to any of our officers or staff;

B2.1.10 Any other breach of the Scheme Rules, a Member's failure to respond to a Scheme request or information which we subsequently receive from a Member or Tenant which we deem to be of sufficient seriousness to warrant Membership cancellation (including re-occurring breaches).

B2.2 Within the 14 Calendar Days of the date of the notice in B2.1, the Member must:

B2.2.1 Make good the breach described in B2.1; or

B2.2.2 Give us acceptable written reasons why the Membership should not be cancelled.

NB: During this 14 Calendar Day notice period the Member will not be able to Protect or Un-Protect any Deposits.

B2.3 At the end of the 14 Calendar Day period stated in the notice of suspension we will write to the Member giving our decision as to whether the Membership has been cancelled or not.

B2.4 Our decision on cancellation of Membership is final. There is no right of appeal against our decision.

B3 Cancellation of Membership by the Member

- B3.1 A Member may cancel Membership at any time by providing us with 14 Calendar Days prior written notice.
- B3.2 Following receipt of a notice under B3.1 we will write to the Member's Tenant(s) and the Landlord Client(s) of Agent Members advising them that the Membership has been cancelled.
- B3.3 If there are any outstanding or on-going Deposit Disputes at the time of cancellation, or if any new Deposit Disputes are raised within the three month period stated in B4, the Member agrees to comply with our instructions. The instructions may be made by us or the Adjudicator.
- B3.4 The Member will not be entitled to any refund of Membership Fees or Deposit Protection Fees following Cancellation of Membership in B3.1 unless the Membership is cancelled within 14 Days of a Deposit Protection or Membership Fee being paid.
- B3.5 Notwithstanding the notice under B3.1 Protected Deposits will remain Protected in accordance with B4.1.

B4 Protection of Deposits following Membership Cancellation

- B4.1 Following the Membership cancellation decision in B2.3, or B3.1 we will give written notices to the Member's Tenant or Lead Tenant in a Joint Tenancy Agreement and the Landlord Client(s) in the case of an Agent Member, informing them that all Deposits will cease to be Protected after Three Months from the date of the first notice in B2.1, or B3.1, or from the date the Deposit(s) is/are Protected in another scheme, whichever is the earlier.
- B4.2 The Scheme will only accept a Tenant's Deposit Dispute after Membership cancellation if the Actual End Date of Tenancy is within Three Months of the Membership being cancelled. If the Member is no longer trading the Tenant can still raise a Deposit Dispute and it will be dealt with in the same way as if a current Member had not submitted the Disputed Deposit Amount.
- B4.3 The Landlord remains responsible and accountable to the Tenant for the Deposit notwithstanding the Un-Protection of the Deposit.

Section C: Deposit Protection (During and at the End of Tenancy)

C1 Deposit Protection Conditions

- C1.1 The Member must take responsibility for Protecting the Deposit correctly under the Regulations. We will not Protect a Deposit if the Member is aware that there will be or is likely to be a Deposit Dispute with the Tenant(s).
- C1.2 When Protecting a Deposit the Member must provide us with the information we request in accordance with, but not confined to, the requirements of Regulation 12.
- C1.3 We will then supply written confirmation of the Regulation 12 Information in the form of a DPC and Information for Tenants leaflet to the Member.

NB: The Landlord is responsible for providing the Regulation 12 Information to the Tenant. We strongly recommend Agent Members provide a copy of the DPC to all Landlord Clients. The Landlord Client will be named on the tenancy agreement and he is ultimately responsible for Protecting the Deposit and providing the Regulation 12 Information to the Tenant even if he instructs an Agent.

- C1.4 We will rely on the information contained in the DPC throughout the Protection. It is the Member's responsibility to ensure that the information provided is the same as that contained in the tenancy agreement.
- C1.5 The full envisioned amount of the Deposit as stated in the tenancy agreement must be protected by the Member of the Scheme. If the Tenant does not pay the full amount of the envisioned amount of the Deposit then the Member must keep evidence to show how much was provided.
- C1.6 A Deposit Protection Fee is payable for each Deposit we Protect. In a Joint Tenancy Agreement this will be the total Deposit taken.

NB: Failure to pay any Protection fee will invalidate the DPC and any Deposit Dispute will not be accepted even if the Tenant has received the DPC and the Prescribed Information. We will invoke Clause B2.1.

- C1.7 If the Member makes an administrative mistake when Protecting a Deposit the Member may request changes to the Deposit Protection if they inform us in writing (letter/email) of the changes required and provide a copy of the tenancy agreement to show that the changes are necessary. We may charge an administration fee for any changes to the DPC.
- C1.8 Deposit Protections are not transferable or assignable. Protections are granted to a Member in respect of each Deposit on each tenancy agreement.

C2 Deposit Protection for Joint Tenancy Agreements

- C2.1 When a Deposit relating to a Joint Tenancy Agreement is being Protected, the Member must, in addition to the requirements of C1.2, inform us which Tenant is to be named as the Lead Tenant. The Member must ensure that the Lead Tenant is authorised by all the Joint Tenants to accept service of all documents on behalf of all the Joint Tenants. The Member must obtain the consent of all the Joint Tenants before nominating the Lead Tenant.

NB: To assist the Member the Scheme has produced a 'Joint Tenancy Information Form' which can be downloaded from the Member's area of the Scheme website. We recommend that the Member should adopt this form for the following reasons:

- To provide evidence that the Member has received the consent of the Joint Tenants to the nomination of the Lead Tenant.*
- To obtain alternative addresses for each of the Joint Tenants for use as part of the Prescribed Information requirements.*

- To register new Joint Tenants and when Joint Tenants leave or are replaced during the fixed term of the tenancy agreement. The relevant information can be updated on the form. Please remember to update us on any changes as required by C2.2.3.
- If necessary, at the Actual End Date of Tenancy, this form can be updated by the Member with a new alternative address for any of the Joint Tenants.
- The information on this form can be provided to the Scheme as part of a Member's Rebuttal Evidence to a Deposit Dispute.

C2.2 The Member must also:

- C2.2.1 Correctly register the full names of all the Joint Tenants to be included on the DPC;
- C2.2.2 Provide a signed copy of the DPC, and the "Information for Tenants" leaflet to the Lead Tenant. The Lead Tenant should sign the DPC to confirm the details are correct;
- C2.2.3 Notify us if any Joint Tenants leave or are replaced during the fixed term of the tenancy agreement so that the DPC can be amended. We may require proof of each change in the form of a signed document which states the name of the Joint Tenant leaving and the Joint Tenant joining. We reserve the right to charge an administration fee for changing our records and issuing a revised DPC.
- C2.2.4 A new Protection **MUST** be purchased if all the original Joint Tenants to a tenancy agreement leave during the fixed term period of the tenancy agreement or if any Joint Tenants leave or are added after the expiry of the fixed term of the tenancy agreement.

NB: Please see Joint Tenant Transfer Form available on the Scheme website for Members to download and use when Joint Tenants change during the term of the tenancy agreement. This is not a legal document and is to be used for information purposes only.

C2.3 If a Deposit Dispute is raised by a Tenant who is not named on the DPC but is named on the tenancy agreement then the Member will be in breach of C2.2. If we accept the Deposit Dispute then we will hold the Member responsible for providing any Disputed Deposit Amount and we may also cancel the Member's Membership under B2.1.10.

C2.4 Joint Tenant Deposit Protections must be Un-Protected in accordance with C4

C3 Member sells, transfers or no longer Owns Residential Property to which a Deposit Protection relates before the Actual End Date of Tenancy

C3.1 The Member must inform us and explain what has happened to the tenancy agreement and the Deposit (and provide evidence if requested).

C3.2 A Member cannot Un-Protect a Protected Deposit before the Actual End Date of Tenancy unless the Member has the Tenant's written agreement or provides proof that the Deposit has been returned to the Tenant(s), or re-Protected with us or another tenancy deposit protection scheme.

C3.3 We will hold the Member responsible for providing a Disputed Deposit Amount to us if a Tenant raises a Deposit Dispute and we have not been informed by the Member that ownership of the Residential Property has changed and the Member has passed the Deposit back to the Tenant or the new property owner.

C4 Earliest End Date of the Tenancy

C4.1 Prior to the end date of the tenancy you must inform us whether the tenancy is due to terminate, be renewed with a new fixed term or to continue as a Periodic Tenancy. If the Member does not update the Protection then we reserve the right to automatically Un-Protect the deposit from the earliest end date.

- C4.2 A new Protection is **NOT** required if the original fixed term of the tenancy continues as a Periodic Tenancy.
- C4.3 A new Protection **IS** required when a new fixed term is granted by a Member, even if it is issued to the same Tenant(s) with the same Deposit. We will not continue to Protect a Deposit when the original fixed term tenancy is replaced with a new fixed term by letter, transfer, assignment, memorandum, agreement, or any other device. The Deposit must be renewed/re-Protected and the relevant Protection Fee paid.

NB1: This includes if the tenancy lapsed into a Periodic Tenancy and the Member then subsequently issued a new fixed term tenancy to the Tenant(s).

NB2: See C6.2 regarding Agent Members on our annual pricing plan.

C5 Actual End Date of the Tenancy

- C5.1 At the Actual End Date of the Tenancy the Member must:
- C5.1.1 Un-Protect the Deposit and provide us with an alternative address and mobile number for the Tenant.
- C5.1.2 Contact the Tenant(s) to negotiate the return of the Deposit.

NB: We recommend that Members keep copies of all attempts to contact the Tenant(s), Members should be aware that a Tenant has a statutory limitation period of six years from the Actual End Date of Tenancy to issue a claim in the Courts for the Deposit. Agent Members should inform Landlord Clients of this.

- C5.1.3 Pay the Tenant any **undisputed** Deposit amount within 5 Working Days of a request being made by the Tenant for the return of the Deposit.
- C5.2 If a Member cannot contact the Tenant(s) or has not agreed the division of the Deposit with the Tenant(s) then the Member remains liable for paying any Disputed Deposit Amount to us if we accept a Deposit Dispute from the Tenant. The Tenant will have three months from the Actual End Date of the Tenancy to raise a Deposit Dispute subject to D1.5.
- C5.3 The Agent Member must consider his responsibilities in lodging the Disputed Deposit Amount to us before returning any Deposit amount to the Landlord Client.

C6 Agent Members on our annual pricing plan

- C6.1 We may offer Agent Members an annual pricing plan to cover all their Deposit Protections.
- C6.2 The Scheme Rules relating to renewals of initial fixed term tenancies including informing us of Periodic Tenancies do not apply to Agent Members on the annual pricing plan. All tenancies registered with us by the Agent Member remain Protected while the Agent Member is a Member of our Scheme (or until they are Un-Protected).
- C6.3 The Agent Member is required to update and provide the Tenant(s) with information of any changes to the Deposit Protection during the tenancy.
- C6.4 The Agent Member is expected to manage his portfolio of Deposit Protections including the Un-Protecting of Deposits at the Actual End Date of Tenancy. This enables us to contact the Tenant(s) to inform them of the Un-Protection.

Section D: Disputes between Member and Tenant over the return of the Deposit

The Member should take responsibility to negotiate the amount of the deposit to be returned to the Tenant at the end of the tenancy.

The Regulations requires the Scheme to provide DRM and actively encourages its use as a method of Deposit Dispute resolution. The adjudication is evidence based; it 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 the Scheme Rules and supporting Scheme documentation. We engage Adjudicators to analyse the evidence submitted (within our timescales) and to make a binding decision as to how the Deposit should be distributed.

Whilst there is no obligation to use DRM, it is available to Members and their Tenants at no additional cost and is designed to allow easy and quicker access to a resolution of the Deposit Dispute.

If a Tenant wishes to use the Scheme's DRM to resolve a Deposit Dispute then the Member is compelled to also use the DRM.

Sections D, E and F refer to 'Calendar Day' and 'Working Day'. [See the definitions section]

D1 Raising a Deposit Dispute

D1.1 A Tenant has Three Months from the Actual End Date of Tenancy to raise a Deposit Dispute. The Tenant must wait for 5 Working Days starting on the day that the request was made to elapse after formally requesting the return of the Deposit before raising a Deposit Dispute.

D1.2 We will decide and determine the Actual End Date of Tenancy from the evidence submitted by both parties if there is a disagreement as to whether the Deposit Dispute was raised within the Three Months.

D1.3 Deposit Disputes may not be accepted by us when:

D1.3.1 The Deposit Dispute relates to matters other than the return of the Protected Deposit;

D1.3.2 A party has already commenced Court proceedings on any matter related to the tenancy, unless they have been withdrawn or are stayed for mediation purposes or the court has subsequently directed that the matter be dealt with using our DRM;

D1.3.3 There are allegations of fraud, criminal activities, duress or harassment by either party which we deem outside our remit;

D1.3.4 There is clear evidence of rent arrears or we consider the Deposit Dispute is being raised frivolously or unreasonably by the Tenant.

D1.4 We may accept a Deposit Dispute at our discretion in any circumstance and at any time if a Tenant provides us with evidence as to why the Deposit Dispute is being raised. The Scheme may also offer our DRM to the Tenant and Member if a Deposit Dispute is raised after the Three Month period in D1.1.

D1.5 If the Tenant informs us that he wishes to use our DRM to resolve the Deposit Dispute our notification to the Member will include notification of the Deposit Dispute including the Disputed Deposit Amount and instructions as to how to access the Tenant's DNCF and supporting evidence. The Member must also use our DRM to resolve the Deposit Dispute.

NB: We may send the Member a 'hard copy' of the Tenant's evidence on specific request. This will not increase any of the timescales in which the Member must respond to the Deposit Dispute.

D1.6 If the Tenant does not agree to DRM then the Deposit Dispute must be settled through the Courts. The Member will be notified of the Deposit Dispute and must still lodge the Disputed Deposit Amount with us (see clause D4.2).

NB: Courts often indicate that Deposit Disputes should be resolved through DRM. If we receive notification that the Court makes such an indication then we may ask consent from both parties again and allow sufficient time for evidence to be supplied in support of the Deposit Dispute.

D1.7 Joint Tenants:

If the Deposit Dispute relates to a Joint Tenancy Agreement then only one Tenant, who must be named on the DPC, may raise the Deposit Dispute. This Tenant does not need to be the Lead Tenant.

NB: The Tenant who raises the Deposit Dispute will be required to satisfy the following conditions and confirm that:

[a] he will personally conduct all aspects of the Deposit Dispute pursuant to [b] to [e] inclusive;

[b] he has authority to act for all the Joint Tenants;

[c] he agrees to fairly distribute the money which may be returned to him to the other Joint Tenants;

[d] he agrees to indemnify the Scheme against any claims or loss by the other Joint Tenants; and

[e] he will notify all the Joint Tenants that we cannot resolve any disputes between the Joint Tenants.

D1.8 Third Parties

D1.8.1 At our discretion we may allow a Deposit Dispute to be raised and handled on behalf of a Tenant by an Interested Party or an 'authorised representative'. The Tenant and/or the Interested Party or authorised representative must inform us in writing and provide reasons and evidence which may, but not exclusively, include:

- Tenant's difficulty with language or understanding of the issues;
- Tenant's disability or sickness;
- Tenant's absence from the UK.

D1.8.2 Our decision to accept or acknowledge a third party to take responsibility for the Deposit Dispute is final and we will require submission of identification or other evidence and documentation including any 'enduring power of attorney', 'lasting power of attorney' or other agency agreement. If we accept the Interested Party or 'authorised representative' then the Scheme Rules will be interpreted so that the definition 'Tenant' will extend to the Interested Party or authorised representative.

D1.9 If a solicitor or any other representative is instructed then his costs must be paid by the instructing party. The Adjudicator will not make any award for costs. The solicitor will not be able to recover the costs from the Scheme or the Member/Tenant.

D2 Lodging the Disputed Deposit Amount with us

D2.1 Upon receipt of notification that there is a Deposit Dispute the Member must, within 5 Working Days of receipt of that notification:

D2.1.1 Pay back the Disputed Deposit Amount to the Tenant;

D2.1.2 Pay back some of the Disputed Deposit Amount to the Tenant and lodge the remainder with us in cleared funds; or

D2.1.3 Lodge all of the Disputed Deposit Amount to us in cleared funds.

D2.2 If after 5 Working Days we have not received either funds or any correspondence from the Member we will send a further notification requesting the first notification be complied with, within a further 5 Working Days.

D3 The Member's failure to Lodge the Disputed Deposit Amount within 10 Working Days

D3.1 Upon such failure the Member will be treated as though he does not agree to the Tenant receiving the Disputed Deposit Amount but understands that the Deposit Dispute is to be resolved by our DRM. The Default DRM will commence in accordance with E3.

NB: This is in accordance with Regulation 25.

D3.2 We may invoke B2.1.2 if after 10 Working Days of requesting the Disputed Deposit Amount we do not receive it. We or our insurers may take Court action to recover from the Member or the Landlord Client any subsequent loss to the Scheme.

D4 Terms under which we hold the Disputed Deposit Amount

D4.1 We will hold all Disputed Deposit Amounts in our Designated Account.

D4.2 Each Disputed Deposit Amount will be held by us until the Deposit Dispute is resolved. This will be by Adjudication, the Courts or a signed agreement between Member and the Tenant. Subject to D4.3.2 we will send the Disputed Deposit Amount to the Tenant or Member, in accordance with the signed agreement, DRM decision or Court order no later than 5 Working Days of receipt of the agreement, DRM decision or Court order.

D4.3 Court Orders

D4.3.1 If the Tenant, who rejected the opportunity to use our DRM service has not initiated Court proceedings by issuing a claim form with a Court within six months of the Deposit Dispute being accepted by us then we will pay the Disputed Deposit Amount back to the other party. We may request a copy of the issued claim form before paying the disputed amount back;

NB: This is to prevent the Tenant from frustrating the process. This action does not prevent the matter being dealt with at Court but it will mean we no longer hold the Disputed Deposit Amount or will be involved in the Deposit Dispute. If we are named as a defendant in any Court proceedings then we will defend our position and request costs as a result of being unnecessarily involved.

D4.3.2 If the Deposit Dispute has been referred to Court, and proceedings have been issued within the six month limit in D4.3.1, we will hold the Disputed Deposit Amount until we receive a Court order from either the Member or the Tenant instructing us to release the Disputed Deposit Amount;

NB: If a Court order does not specifically refer to us or to the Deposit then we may request any further information or documentation we deem appropriate before releasing the Disputed Deposit Amount we are holding to the Member or Tenant. We recommend that a claimant's claim form makes it clear that the claimant is applying for an order for the return of a Disputed Deposit Amount held by us.

D4.3.3 We may retain the Disputed Deposit Amount after receipt of a Court order for a reasonable period of time to allow any appeal or leave to appeal;

D4.3.4 A Deposit Dispute must have been accepted by us before we pay any sum to either party on production of a Court order;

D4.3.5 On receipt of a Court order we can only pay a maximum of the Disputed Deposit Amount we hold. If a Court order in favour of the Tenant is for more than the amount held by us then we will instruct the Member to pay any extra sum awarded to the Tenant;

D4.3.6 The Disputed Deposit Amount held by us cannot be used to pay a party's costs as awarded by a Court unless the amount held by us covers the amounts ordered and the party who has been ordered to pay costs agrees for us to use the amount we hold to cover the costs award against them.

D4.4 We are entitled to retain any interest earned in holding the Disputed Deposit Amount in accordance with Regulation 26.

Section E: Dispute Resolution Mechanism

E1 Eligibility for using our Dispute Resolution Mechanism [DRM]

- E1.1 If the Tenant wishes to use our DRM to resolve the Deposit Dispute then the Member must also use our DRM.
- E1.2 Our DRM service does not override the necessity for either party to pay any sums, due to the other, which do not form part of the Deposit Dispute.
- E1.3 DRM will not resolve any dispute in excess of the amount of the Protected Deposit or Disputed Deposit Amount and at no time will we pay a sum in excess of the Protected Deposit amount as stated on the DPC.
- E1.4 Each party is responsible for any costs and/or expenses incurred as a result of the DRM. The Adjudicator cannot make any award of costs.
- E1.5 Members and Tenants are free to settle the Deposit Dispute before the Adjudicator makes a decision. We will not make payment from the Disputed Deposit Amount until both parties have confirmed their agreement to us by way of a written and signed (can be electronic) instruction. We may independently check the authenticity of the signed agreement

E2 Notification of a Deposit Dispute to the Member when the Tenant agrees to DRM

- E2.1 Once we receive and approve a submitted DNCF (either through the post or completed online), we will send a notification to the Member which will include instructions as to how to access the Tenant's DNCF and supporting evidence, lodge the Disputed Deposit Amount and how to provide us with a Rebuttal Form. If the Tenant raises a Deposit Dispute but wishes the matter to be resolved through the Court then we will send the Member a notification of the Deposit Dispute and information as to how to lodge the Disputed Deposit Amount.
- E2.2 If the matter is being resolved through our DRM then the Member must send us the Disputed Deposit Amount within 5 Working Days of receipt of the notification in E2.1.
- E2.3 The Member may accept the Tenant's evidence and agree that the Disputed Deposit Amount should be returned to the Tenant. The Member must then provide us with written confirmation that the Disputed Deposit Amount has been paid to the Tenant rather than paying it to us. This is to prevent our insurers from also paying the Tenant in accordance with E3. We will ask for confirmation of payment from the Tenant using the alternative address we have on record.
- E2.4 If we do not receive the Disputed Deposit Amount from the Member when we request it, we or our insurers, may recover any subsequent loss to the Scheme from the Member.

E3 Default DRM

- E3.1 If a Member fails to comply with Clause E2.2 and we are satisfied the Member received the notification we shall:
 - E3.1.1 Treat the lack of response as an indication that the Member does not accept that the Tenant should be repaid any of the Disputed Deposit Amount; and
 - E3.1.2 Proceed as the Member understands the Deposit Dispute is to be resolved through DRM; and
 - E3.1.3 Inform the Member and the Tenant that our DRM is to proceed.
- E3.2 The Adjudicator will make a decision based on the evidence submitted.

NB: The provisions of E3.1 – E3.2 are in accordance with Regulation 25.

- E3.4 If our insurers are required to provide the Disputed Deposit Amount in accordance with a decision in E3.3 then they may attempt to recover the money from the Member or Landlord Client.

E4 Rebuttal Evidence (Member's response to the DNCF)

- E4.1 The Member must submit the Rebuttal Evidence within 20 Working Days of the date of our initial notification to the Member of a Deposit Dispute being accepted.
- E4.2 The Scheme's policy on Rebuttal Evidence submission and return is contained in the Scheme document entitled 'Dispute Resolution Mechanism (DRM) Guide for Members'.

NB: If a Member has failed to provide all Tenants with a written tenancy agreement including an inventory of furnishings and schedule of condition and check-in and check-out reports all signed by the Member and where possible by the Tenant, then the Member is unlikely to be awarded any deductions from the Deposit.

E5 The Adjudication

- E5.1 Upon completion of the steps detailed in E1 to E4, we will forward the following Dispute Papers to the Adjudicator:
 - E5.1.1 The DNCF and Tenant's evidence;
 - E5.1.2 The Member's Rebuttal Form and Rebuttal Evidence;
 - E5.1.3 Any other information we believe is relevant to the Deposit Dispute that has been communicated to us by either party or a third party.
 - E5.2 The Adjudicator has 20 Working Days to make a decision from the date he receives the complete available set of Dispute Papers from us subject to clauses E5.3 and E5.4.
 - E5.3 The Adjudicator may reject a Deposit Dispute if the Adjudicator believes that it is being pursued in a vexatious, frivolous or unreasonable manner.
- NB: A decision made by the Adjudicator under this clause will be made impartially.*
- E5.4 The Adjudicator may:
 - E5.4.1 Ask for more evidence and will set a deadline by which such evidence must be presented;
 - E5.4.2 Proceed to make a decision even if either party has not acted in accordance with the Scheme Rules.
 - E5.5 Within 5 Working Days of receipt of the Adjudication decision we will inform the parties and provide a copy of the decision.
 - E5.6 We will pay the Disputed Deposit Amount in accordance with the Adjudication decision, subject to the Review process (see Section F).
 - E5.7 The Adjudicator's decision is final and cannot be appealed through the Scheme (see H4).

E6 Confidentiality and liability

- E6.1 All aspects of DRM are confidential to the parties involved unless we are ordered to disclose by a Court, or in so far as our enforcement procedure against a Member is concerned.
- E6.2 Notwithstanding E6.1 we and/or the Adjudicator may be required to provide information to the Department for Social Development and other Government Departments based on the results of the adjudications.
- E6.3 We will take reasonable care in the selection of the Adjudicator. We do not accept any responsibility for any losses or expenses suffered or incurred by any party as a result of any acts or omissions by the Adjudicator.

Section F: Review of Adjudication Decision

- F1** Either the Member or the Tenant may apply to us, within 10 Working Days of receipt of an Adjudication Decision for a Review, but may only do so on the grounds that the Adjudicator has erred in fact or in law (or both).
- F2** On receipt of such an application:
- F2.1. We will invite written representations from the other party to the Deposit Dispute to enable the Scheme to consider whether the Adjudicator may have erred in fact or in law;
 - F2.2. The written representations must be returned by the other party within 3 Working Days of being requested;
 - F2.3. On receipt of the written representations the Scheme will decide whether to accept or reject the application.
- F3** Where an application is rejected by us:
- F3.1. The party may not make a further application for Review of the Adjudicator's Decision;
 - F3.2. The Scheme will pay the Disputed Deposit Amount within 5 Working Day in accordance with the original Adjudication Decision.
- F4** If we decide that there is a reasonable ground for believing that the Adjudicator may have erred in fact or in law, we will accept the application and refer the Adjudication Decision for Review by an Adjudicator who was not involved in deciding the original Adjudication Decision ("Review Adjudicator"). The Review Adjudicator will only re-consider the issues raised in the Review.
- F5** The Review Adjudicator will:
- F5.1. Affirm the Adjudication Decision; or
 - F5.2. Substitute the Adjudication Decision with a different decision ("Review Decision");
- F6** The Review Adjudicator's decision will set out:
- F6.1 The facts on which the decision is based;
 - F6.2 The reasons for the decision; and
 - F6.3 The amounts of Deposit to be released by the Scheme to the parties.
- F7** The Review Adjudicator will make the decision in accordance with F6 within 10 Working Days of receipt of instructions from the Scheme in F4.
- F8** We will send the parties the Review Adjudicator's decision and any payment in accordance with that decision within 5 Working Days of receiving the Review Adjudicator's decision.
- F9** The decision of the Review Adjudicator is final.

Section G: Miscellaneous Rules and Provisions

- G1** The terms of the Scheme, Scheme Rules and DRM may need to be updated from time to time. Notices of any changes will be posted on our website, in newsletters and, where reasonably practicable by direct mail.
- G2** The Member agrees to abide by the latest version of the Scheme Rules notwithstanding any earlier version of the Scheme Rules which were in force when a Protection was purchased.
- G3** We may delay action if we have any concerns about a Member's compliance with the Scheme Rules, identity, fraud or money laundering.
- G4** We cannot be held responsible for intervening events beyond our control which prevent, delay or impede our ability to operate the Scheme or these Rules.

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

- G5** These Scheme Rules are governed by and shall be construed in accordance with the Regulations, and the laws of Northern Ireland.
- G6** Our previous DRM 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. The publication of previous decisions is for guidance only.
- G7** Any claim that a Member may have against us for our breach of the Scheme Rules 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.

Section H: Complaints Procedure

H1 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 Northern Ireland Insurance
Ground Floor, Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ

Or by email at: complaints.insurance@mydepositsni.co.uk

H2 On receipt of a complaint we will investigate the complaint fully and respond to you accordingly.

H3 The timescales for dealing with a complaint are as follows:

H3.1 You will receive a response from us within 24 hours.

H3.2 If we are unable to resolve the matter within 24 hours, we will provide a substantive response within 5 Working Days. After sending this response we may deem the complaint closed. If we deem the matter closed then we reserve the right not to enter into any further correspondence.

H4 **This Complaints Procedure cannot be used to appeal against an Adjudication decision or a Review decision as agreeing to use DRM to resolve a Deposit Dispute means agreeing to be bound by the decision of the Adjudicator.**

H5 **my|deposits Northern Ireland** is not regulated by the Financial Services Authority (FSA). The Department for Social Development are supporting the Tenancy Deposit Protection Schemes in Northern Ireland.

Appendix 1: Data Protection Notice

The Scheme is operated for the Northern Ireland Assembly by Tenancy Deposits (Northern Ireland) Limited trading as **my|deposits Northern Ireland**.

This Data Protection Notice applies to **my|deposits Northern Ireland** with regards to personal information and data collected about Landlords, Agents and Tenants in connection with a Tenancy Deposit Scheme under The Tenancy Deposit Schemes (Northern Ireland) Regulations 2012.

Personal Information

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

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

my|deposits Northern Ireland 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.

For more information on the Scheme's information, 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 Dispute Resolution Mechanism and administering the Scheme, although **my|deposits Northern Ireland** 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 Members consent to **my|deposits Northern Ireland** sharing Member details and data, including Deposit Protection details, to the relevant Local Authorities 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 Northern Ireland Assembly via quarterly and annual reports.

We process data to run the Scheme. In the event of a Deposit Dispute, information and data may also be processed by an Dispute Resolution Mechanism 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 the UK or European Union for the purpose of providing access to the information from a website outside the European Union. We must process data in accordance with the Data Protection Act 1998.

Your Rights

Under the Data Protection Act 1998 Landlords, Agents and Tenants have the right to access any data that we hold about them. Contact us to correct any errors in the information or for more information on your rights.

Contact details

We can be contacted at:

mydeposits Northern Ireland, Ground Floor, Kingmaker House, Station Road, New Barnet, Herts EN5 1NZ

by telephone on 0845 634 5405 for Agents and 0845 218 1060 for Landlords (note that calls may be recorded)

or by email on customerservices@mydepositsni.co.uk

Appendix 2: List of Scheme Forms

The following is a list of some of the forms that Members may need in order to join, renew or manage their Membership of the Scheme and details of how and/or when the form can be obtained:

Name of Document	How to obtain a copy
Application for Membership – Landlords/Agents	Apply to us or download from Scheme website
Deposit Protection Certificate	Available from Member's area online or sent by us when a Member protects a Deposit
Deposit Protection Request Form	Available from Member's area online or apply to us
Dispute Acknowledgement Form	Issued by us to a Member or filled in online
Dispute Notification Claim Form (DNCF)	Issued by us to a Tenant or filled in online
Dispute Rebuttal Form	Issued by us to a Member or filled in online
Guide for Landlords using an Agent	Issued by us to Landlord Clients. Agent Members can download extra copies from the Scheme website
Information for Tenants	Apply to us or download from Scheme website
Joint Tenancy Information Form	Available from Member's area online or apply to us
Joint Tenant Transfer Form	Apply to us or download from Scheme website
Landlord Registration Form (for Agent Members)	Issued online for Agent Members
Dispute Resolution Mechanism (DRM) Member and Tenant Guides	Available online or apply to us
Request to Un-Protect Deposit Form	Available from Member's area online or apply to us

Appendix 3 The Tenancy Deposit Schemes Regulations (Northern Ireland) 2012

These can be found on the legislation.gov.uk website by searching for: The Tenancy Deposit Schemes Regulations (Northern Ireland) 2012.

 0845 218 1060 (Landlords)

 0845 634 5405 (Agents)

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