



The home of deposit protection

PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS*

The Deposit Protection Service – Custodial scheme

NOTE: The landlord must supply the tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

To: (insert names of all tenants and any other (third party) paying a tenancy deposit on behalf of a tenant)

PETRE-DANIEL ADOCHITEI
GABRIEL DUMITRU DRAGUS

1. The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:

The Deposit Protection Service (The DPS)

The Pavilions
Bridgwater Road
Bristol
BS99 6AA

Telephone No. 0330 303 0030

Online: Enquiry Forms are available through the Virtual Customer Service Agent or the Frequently Asked Questions at www.depositprotection.com

2. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.

See attached Terms and Conditions

3. Information on the procedures applying for the release of the deposit at the end of the tenancy.

See attached Terms and Conditions

4. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.

See attached Terms and Conditions

5. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.

See attached Terms and Conditions

6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions for further information

* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

7. Tenancy specific information

(a) Amount of deposit paid. (insert amount of deposit paid; in the case of a joint tenancy it should be the total amount paid)

£ 1295-00

(b) Address of property to which the tenancy relates. (insert address of property including post code)

35 BALTON CRESCENT
LEAMINGTON SPA
CV31 1SH

(c) Name, address and details of landlord(s)

Name: PANGA FABIANSKA

Address (including postcode):
C/O DISTINCT ESTATE AGENTS
BLOXHAM MILL
BARFORD ROAD, BLOXHAM
BANBURY OX15 4TF

Telephone number(s): 01926 356143

Email address(es): hello@distinctestateagents.co.uk

Fax Number(s):

(d) Name, address and contact details of the Tenant(s) (in the case of joint tenants insert this information for all tenants).

(1) Name: PETRE-DANIEL ADCHITEI

Address (including postcode):
46 GAINSBOROUGH DRIVE
LEAMINGTON SPA
CV31 1DL

Telephone number(s): 07459 477201

Email address(es): adachitei.petredaniel@gmail.com

Fax Number(s):

Contact address to be used by The Landlord at the end of the tenancy:

(2) Name: GABRIEL-DUMITRU DRAGUS

Address (including postcode):
16 GAINSBOROUGH DRIVE
LEAMINGTON SPA
CV32 1RL

Telephone number(s): 07459 405839

Email address(es): dragus.gabriel@gmail.com

Fax Number(s):

Contact address to be used by The Landlord at the end of the tenancy:

(3) Name:

Address (including postcode):

Telephone number(s):

Email address(es):

Fax Number(s):

Contact address to be used by The Landlord at the end of the tenancy:

(4) Name:

Address (including postcode):

Telephone number(s):

Email address(es):

Fax Number(s):

Contact address to be used by The Landlord at the end of the tenancy:

(5) Name:

Address (including postcode):

Telephone number(s):

Email address(es):

Fax Number(s):

Contact address to be used by The Landlord at the end of the tenancy:

Note: please see Note 2 below regarding the tenant's or lead tenant's responsibility to register their contact address with The DPS and to ensure that their address is updated at the end of the tenancy.

(e) Name of Third Party making the payment:

Name:

Address (including
postcode):

Telephone number(s):

Email address(es):

Fax Number(s):

Note: If there are additional third parties, please attach a continuation sheet with the same information for the further third parties.

(f) Circumstances when all or any part of the deposit may be retained by the Landlord:
Refer to the following Clause(s) [please insert relevant clause reference below] of the Tenancy Agreement:

2 + 3

I/We (being the Landlord) certify that -

(i) The information provided is accurate to the best of my/our knowledge and belief

(ii) I/We have given the Tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant(s) knowledge and belief

Landlord(s):  Signature(s):

Dated: 21/1/18

Tenant(s):  Signature(s):

Dated:

21/5/18

NOTES

(1) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.

(2) It is the tenant's or lead tenant's (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

(3) The document is provided by The DPS by way of information only. The DPS accepts no liability for its contents. It is the Landlord(s) responsibility to ensure it is completed accurately, served on the Tenant(s) within 30 days of receipt of the deposit and to give the Tenant(s) an opportunity to check and sign this document.

The Deposit Protection Service

Deposit Protection Custodial Scheme Terms and Conditions

1. Definitions

Wherever the following words and phrases appear in these Terms and Conditions they will always have the following meanings:

ADR Procedure means all or any of (i) the procedure for submitting the Landlord's Evidence Form and the Tenant's Evidence Form to The DPS; (ii) the procedure for disputing a Single Claim (iii) the acceptance of a Dispute into the Adjudication process; and (iv) the Adjudication including implementing the Decision; **Adjudication** means an evidence based decision making process as a result of which a Decision shall be made as to how a Dispute should be resolved and Adjudicate shall be defined accordingly;

Adjudicator means an independent, impartial and qualified expert appointed by The DPS to Adjudicate and provide a Decision;

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks in the United Kingdom are open for general non-automated business;

Change of Landlord/ Agent Form means a paper or online form completed by the Landlord notifying The DPS that there has been a change in the identity of the Landlord;

Contact Centre means The DPS's dedicated telephone contact centre which can be contacted on 0330 303 0030;

The DPS means The Deposit Protection Service provided by Computershare Investor Services PLC, a company registered in England & Wales, under company number 3498808 and whose registered office is The Pavilions, Bridgwater Road, Bristol BS13 8AE;

Decision means the reasoned decision of the Adjudicator made in relation to a Dispute in accordance with these Terms and Conditions, as notified to the Landlord and Tenant and implemented by The DPS;

Deposit or Custodial Deposit means any single amount of money paid by the Tenant or a Third Party to the Landlord under the Tenancy agreement as security against the performance of the Tenant's obligations under the Tenancy agreement, the discharge of any liabilities, any damage to the property and/or non-payment of rent during the Tenancy;

Deposit ID means the unique identifying reference number allocated to a Deposit in relation to a particular Tenancy following the successful submission of a Deposit to The DPS by the Landlord or a Third Party;

Custodial Deposit Submission Form means the form to be completed by the Landlord in accordance with these Terms and Conditions and submitted to The DPS with a payment equaling the amount of the Deposit;

Dispute means a dispute between the Landlord and the Tenant relating to how much of the Deposit, if any, held by The DPS under the Custodial Tenancy Deposit Scheme should be returned by The DPS to the Tenant at the end of the Tenancy;

Dispute Papers means the documents detailed in Section 27 to 29 below;

Forms means all forms required to be submitted in relation to the Scheme and includes the Change of Landlord/Agent Form, the Deposit Submission Form, the Landlord Deposit Repayment Response Form, the Tenant Deposit Repayment Response Form, the Landlord's Evidence Form, the Joint Custodial Deposit Repayment Form, the Tenant's Evidence Form, the Statutory Declaration and the Statutory Declaration Notice;

Initial Requirements means for the purposes of the Housing Act 2004 (as amended by the Localism Act 2011) those obligations which must be satisfied within 30 days of receipt of a Deposit;

Joint Custodial Deposit Repayment Form means the paper form (where requested by either party) to be completed by both the Landlord and Tenant:

i. requesting that all or part of the Deposit be repaid in accordance with the agreed instructions it contains;

ii. notifying The DPS that there is a Dispute in relation to the repayment of all or part of the Deposit, requesting that the Dispute be referred to Adjudication in accordance with these Terms and Conditions and confirming that Landlord and Tenant will be bound by the Decision of the Adjudicator

Joint Tenancy means a Tenancy where there is more than one Tenant and Joint Tenants shall be construed accordingly;

Landlord means a Landlord of a Tenancy and for the purposes of these Terms and Conditions includes a Letting Agent or Organisation, where applicable;

Landlord's Evidence Form means the standard Landlord's evidence form completed by the Landlord containing evidence in support of the Dispute;

Landlord ID means the unique identifying reference number allocated to the Landlord by The DPS following their registration with the Service;

Landlord's Repayment ID means the identifying number issued by The DPS to the Landlord which is unique to the Landlord and Deposit to which it relates and which will be required by the Landlord to claim repayment of the Deposit;

Lead Tenant means:

- i. in the case of Joint Tenants, one of their number who has been nominated to act on their behalf; and
- ii. where there is a Third Party, the person nominated to act on behalf of the Tenant(s) and the Third Party; and
- iii. where there is only one Tenant, that Tenant.

Letting Agent means the letting agent who lets or manages property on behalf of the Landlord;

Organisation means the company who lets or manages property on behalf of the landlord.

Parties means the Landlord and Tenant and Party shall be construed accordingly;

Prescribed Information means the information which must be provided by the Landlord to Tenant(s) in accordance with the Housing (Tenancy Deposits) Prescribed Information Order 2007;

Repayment ID means together the Landlord's Repayment ID and the Tenant's Repayment ID;

Scheme or Custodial Scheme means the Custodial Tenancy Deposit Scheme, established under the Housing Act 2004 and provided by The DPS on behalf of the Government (Department for Communities and Local Government) under which a Deposit relating to the Tenancy in respect of which you are the Landlord, Tenant or a Third Party has been deposited with The DPS;

Service means the Deposit Protection Service or The DPS, which offers both Custodial and Insured Tenancy Deposit Schemes

Single Claim means a claim by a Party for the repayment of all or part of the Deposit when the other Party is un-contactable or not responding to correspondence as further detailed in Section 21;

SMS means Short Message Service, otherwise known as text messaging services;

Statutory Declaration means the statutory declaration completed by either the Landlord or the Tenant claiming repayment of all or part of the Deposit in accordance with the Single Claim Process;

Statutory Declaration Notice means a notice to be served by The DPS following the receipt of a Statutory Declaration;

Terms and Conditions means these Custodial Deposit Protection Scheme Terms and Conditions;

Tenancy means an assured shorthold tenancy of a property which is part of the Custodial Tenancy Deposit Scheme or another type of tenancy in respect of which The DPS in its sole discretion agrees to protect a Deposit on these Terms and Conditions as if the Deposit related to an assured shorthold tenancy;

Tenant means the Tenant of a Tenancy and includes Lead Tenants and Joint Tenants;

Tenant's Evidence Form means the standard tenant's evidence form completed by the Tenant containing evidence in response to the Landlord's Evidence Form;

Tenant's Repayment ID means the identifying number issued by The DPS to the Tenant which is unique to the Tenant and Deposit to which it relates and which will be required by the Tenant in order for them to claim repayment of the Deposit;

Third Party means a person who has paid a Deposit in respect of a Tenancy to a Landlord on behalf of a Tenant and who is a relevant person for the purposes of Sections 212 to 215 of the Housing Act 2004;

Transfer means:

- i. the transfer of a Tenancy from one Landlord to a new Landlord; or
- ii. the transfer of a Tenancy from one Tenant to a new Tenant; or
- iii. in the case of a Joint Tenancy, a change in the identity of one or more Joint Tenants;

You means the Party using the Scheme in accordance with these Terms and Conditions and you shall be defined accordingly;

Virtual Agent means an interactive program provided by The DPS via its website that serves as an online customer service advisor.

2. Background – The Housing Act 2004

a. If you are a Landlord in England and Wales and you enter into a Tenancy and take a Deposit from your Tenant on or after 6 April 2007, or you renew an existing Tenancy whether on the same or on different terms to the previous Tenancy, the Deposit must be protected in a Government authorised tenancy deposit scheme. This rule only applies if the tenancy is an assured shorthold tenancy.

b. The DPS operates the only custodial tenancy deposit scheme. It is free to use (including the ADR Process)