



TDS Direct



A Guide for
Tenants

What is TDS Direct?

Under TDS Direct the sole responsibility for raising a tenancy deposit dispute with TDS rests with the tenant(s) in accordance with the provisions of the Housing Act 2004.

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 you as the tenant agree with these proposed deductions then the agent or landlord holding the deposit will pay you in accordance with the agreement.

However if you do not agree then you are allowed under the Housing Act 2004 to raise a dispute with TDS. You can only do this if more than 10 days have passed from when you formally asked the landlord or the 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 landlord (or 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 to support the proposed deductions.



This evidence is then made available to you, as the tenant, via the website and you will be asked at the same time to upload any of your own evidence.



Adjudication

TDS will then review the evidence from both parties and an independent and impartial adjudicator will decide how the disputed deposit should be allocated. 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 directly 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.

Any payment due to the tenant will be paid directly to you.

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).

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. The landlord (or their agent) can refuse consent to TDS dealing with the dispute.

If this happens TDS will still ask the landlord or agent for the disputed deposit but will allow 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.

Do tenants have to use the TDS dispute service?

No. Tenants do not have to agree to TDS resolving the dispute and can decide to take the case to the County Court rather than using the TDS service.





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www.tenancydepositscheme.com



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