



national union of students

# Tenancy deposit protection: Enforcement pack

Version 2

# CONTENTS

	<b>Page</b>
1. The Essentials An outline of what this pack is about	2
2. Who can claim? Easy checklist to find out if you are eligible to claim	3
3. Who is the claim against and who is my landlord? How to check who and where they are if you don't already know	6
4. What is the claim for? What you are entitled to ask the court to do and claiming interest	7
5. What evidence will I need? Gathering all the information required to bring a successful claim	8
6. How much will it cost to make a claim? A guide to court fees and fee concessions	9
7. Where do I start if I want to take formal action? Steps to take before bringing a claim, and getting a claim started	12
8. What is the procedure, and will I have to go to court? What to expect once you have set the ball rolling	13
9. What happens if I win – or lose? The court order and how it is enforced	15
10. Jargon Buster A list of technical terms and their meanings	16
11. Letter before action Sample letter to landlord requesting return/protection of deposit	19
12. Letter to agent Requesting information about a missing or unknown landlord	20
13. Letter to scheme administrator Finding out whether your deposit is protected	21
14. Claim form N208 A guide to completing the form, and specimen wording for your claim	22
15. Courts service leaflets More detailed information on how the courts work	35

## 1. THE ESSENTIALS

If

- you are taking an assured shorthold tenancy ; and
- you pay the landlord a deposit; and
- the deposit can be used if you fall into arrears or mess up the property

Then

- the landlord must protect the deposit by putting it in an approved scheme
- the landlord must give you specified information (known as “prescribed information”) about the scheme

If the landlord doesn't do either or both of these, you can take the landlord to court and if you win

- he landlord will have to protect the deposit, or repay it to you
- the landlord will have to pay you three times the deposit in compensation
- the landlord will have to repay your court fees

This information pack will help you decide whether it is worth taking your landlord to court, and contains copies of all the forms and court leaflets you will need, as well as details of where you can get more information. This pack also has a Jargon Buster at section 10 to explain the technical words and expressions used in this pack.

You can never be certain of the outcome of a court action as each case will be decided on its facts. If you are successful, (ie the court decides in your favour and makes an award in your favour) you might need to take further legal action to enforce payment of the award. The court will not pay you.

If your annual income is less than £13,000 (£18,000 for a couple) you will probably not have to pay court fees. For details see booklet EX160A and to claim remission from court fees, fill in Form EX160. Both of these are available from the Ministry of Justice website: [http://www.justice.gov.uk/civil/procrules\\_fin/menus/forms.htm](http://www.justice.gov.uk/civil/procrules_fin/menus/forms.htm).

The time limit for bringing a claim is six years.

Your landlord may defend the claim, or make a counter-claim, if you are in arrears or you breached the terms of your tenancy agreement.

## 2. WHO CAN CLAIM?

### CAN YOU ANSWER YES TO ALL THE FOLLOWING QUESTIONS?

If you can answer YES to ALL the following, you are probably entitled to make a claim.

If you are not sure of the answer, or if you answer NO to any of the questions, see the next page for guidance – you may still be able to make a claim.

	<i>Tick if Yes</i>
1 Did your tenancy begin on or after 6 April 2007? <sup>1</sup>	<input type="checkbox"/>
2 Is/was the annual rent £25,000 or less?	<input type="checkbox"/>
3 Do you/did you, occupy the property as your main or principal home?	<input type="checkbox"/>
4 Does/did your landlord live somewhere else, not at the property?	<input type="checkbox"/>
5 Is/was your landlord someone other than a university, college or housing association?	<input type="checkbox"/>
6 Did you pay your landlord, or your landlord's agent, a deposit?	<input type="checkbox"/>
7 Is/was the deposit to be used to pay for any arrears of rent, or damage, or breach of some other obligation of the tenancy?	<input type="checkbox"/>
8 Did you pay the deposit more than 14 days ago?	<input type="checkbox"/>
9 You have received no information from the landlord or the landlord's agent about a tenancy deposit protection scheme. Correct?	<input type="checkbox"/>
10 You have not been able to get confirmation from a tenancy deposit scheme administrator that your deposit has been paid into a scheme.	<input type="checkbox"/>

**You do not have to be (or have been) the tenant to bring a claim. If you paid the deposit on behalf of a tenant, you can claim in your own right.**

---

1. If you had a tenancy agreement, the agreement must also have been dated on or after 6 April 2007

## 2. WHO CAN CLAIM?

### Did You Answer No To Any Of The Qualifying Questions?

You may still be entitled to make a claim – see the guidance notes below

1. Did your tenancy begin on or after 6 April 2007?  
Only tenancies beginning on or after 6 April 2007 have to be protected. If you had an agreement before 6 April 2007, for a tenancy starting after 6 April 2007, your deposit did not have to be protected. If you renew your tenancy after 6 April 2007, your deposit will have to be protected.
2. Is/was the annual rent £25,000 or less?  
Tenancies where the annual rent (excluding service charge, insurance, utility payments and other extras) is more than £25,000 are not assured shorthold tenancies, and the deposit does not have to be protected in a scheme. If the tenancy is/was for a shared home on a joint tenancy, it is the total rent for the group that counts. Your tenancy agreement should say if it is a joint tenancy. If your tenancy agreement is just for a single room in a shared house, you only need to take into account the rent for that room. The threshold is expected to increase to around £100,000 some time soon – which will mean that more houses will be let on assured shorthold tenancies. If you live in a large shared house where the rent is over £25,000, check that whether the threshold has increased – you may be entitled to protection if it has.
3. Do you /did you, occupy the property as your main or principal home?  
Only deposits in relation to properties let to individuals as their main or principal place of residence have to be protected in a scheme. Student homes will usually count as the student's main residence, even if they go back to their parents' home during vacations.
4. Does /did your landlord live somewhere else, not at the property?  
If the landlord lives at the property, he will not usually have to protect the deposit. The rules are complicated, see paragraph 10 of Schedule 1 of the Housing Act 1988 at <http://www.opsi.gov.uk/acts/acts1988>. Take further advice if you are not sure.
5. Is/was your landlord someone other than a university, college or housing association?  
Universities, colleges and housing associations will not usually have to protect deposits. You may have paid your deposit to your university, but if the university is not also your landlord, your deposit might need to be protected.
6. Did you pay your landlord, or your landlord's agent, a deposit?  
If you didn't actually pay a deposit, you can't claim against the landlord for a refund of it! You will not be entitled to claim 3 times the deposit in compensation, either.
7. Is/was the deposit to be used to pay for any arrears of rent, or damage?  
If the deposit was simply an advance payment of rent, it does not have to be protected in a scheme. If the deposit was a holding deposit, or retainer, to make sure the landlord or the agent kept the property for you during the vacation, it does not have to be protected. Deposits do have to be protected if they are taken as security for the tenant's performance of their obligations.
8. Did you pay the deposit more than 14 days ago?  
Landlords and agents have 14 days from receipt to protect the deposit.

9. You have received no information from the landlord or the landlord's agent about a tenancy deposit protection scheme. Correct?  
Landlords and agents have 14 days from receiving the deposit to provide the prescribed information about the deposit. Prescribed information must be given to the tenant and to anyone who paid the deposit on the tenant's behalf, such as a parent, as long as the landlord was aware that the deposit was not the tenant's own money.
10. You have not been able to get confirmation from a tenancy deposit scheme administrator that your deposit has been paid into a scheme. Correct? You should contact all three schemes to see whether your deposit is registered with one of them. If a scheme administrator has confirmed that your deposit has been protected within a scheme, you may still be entitled to bring a claim on the grounds that you were not given the prescribed information.

### 3. WHO IS THE CLAIM AGAINST AND WHO IS MY LANDLORD?

You are the Claimant. The person you are claiming from is the Defendant.

The claim is against the person who received the deposit. This person becomes the defendant in your action. If you paid your deposit to an agent, it depends on whether they were "letting only", in which case they should have paid your deposit to the landlord and the landlord should protect it, or "managing agent" and directly responsible for protecting the deposit. The law says that "landlord" includes anyone acting on the landlord's behalf. References in this pack to "landlord" will usually include an agent acting on the landlord's behalf. If in doubt, sue the landlord. If more than one person is your landlord, you should make the claim against all of them. To find out if you have more than one landlord, follow the guidance in the next paragraphs.

Landlords must give tenants an address where notices, including court forms, may be served on them. It has to be an address in England and Wales, but it can be their agent's name and address. If you are not certain who your landlord is, you can find out by obtaining a "register view" from the Land Registry's website, or by downloading and completing form OC1 from the Land Registry website <http://www1.landregistry.gov.uk/assets/library/documents/OC1.pdf>

Send the form with a cheque for £8 to the Land Registry office responsible for the property. You must post the form to the correct Land Registry Office. Contact details are given on the Land Registry website. In a couple of days the Land Registry will send you a copy of the title information document, showing you who is the "registered proprietor" of the property, and their address. Sometimes this will be the address of the property you rent, but if you have no other address for the landlord, then you can write to them there. (There are special procedures for landlords who do not respond to court correspondence – see section 8).

Alternatively, you can write (use recorded delivery, and keep a copy of the letter) to the person you have been paying rent to, asking them for the landlord's full name and address. It is a criminal offence for that person to fail to reply within 21 days, and you should report it to the Tenancy Relations Officer at your local council, who can prosecute. There is a sample letter at section 12.

If you have the landlord's name, you can use the electoral roll to try and find them.

If you draw a blank, there are specialist agencies that can be used to trace people. Tracing agents advertise on the internet, and fees will vary, so shop around. The more information you can give about your landlord, the better the prospects of finding them.

Where the landlord has not given details of an address for service, then rent is not legally due. If you have not been given an address for service, you may want to consider including a claim for repayment of rent with your claim for the deposit – take further advice from your students' union, Shelter, or Citizens' Advice Bureau.

If the landlord/defendant lives or carries on business outside the area where the property is situated, s/he can ask the court to move the proceedings to their local court. The court will tell you if this happens and explain what to do.

## 4. WHAT IS THE CLAIM FOR?

Landlords (and remember, “landlord” includes agents) who take money from tenants and prospective tenants must put that money into an authorised tenancy deposit protection scheme within 14 days of receiving it, if the tenancy is an assured shorthold tenancy.

Landlords also have an obligation to give prescribed information to the tenant, and to anyone who paid the deposit on the tenant’s behalf, within 14 days of receiving the deposit.

If the landlord fails to protect the deposit, or if they fail to provide the prescribed information, the tenant or the person who paid the deposit can take the landlord to court, and ask the court to order:

- that the deposit is repaid (if the tenancy has already ended) or
- that the deposit is put into the custodial protection scheme (if the tenancy is ongoing)

If the court makes one of the above orders, it must also order the landlord to pay the claimant (ie you) an amount equal to three times the deposit. You can also claim interest (see below) and court fees (see section 6).

If the landlord has protected the deposit, and has given the prescribed information, but did not do so within 14 days of receiving the deposit, your claim may not succeed. We will need to wait for cases to be heard and guidance to be published before we can be certain. If the landlord repays your deposit before the case is decided in court, it is likely that your claim will be treated as settled, but this is not certain. Until cases have been tested, and guidance published, we do not know.

Your claim for compensation may not succeed if the deposit has already been protected or repaid before the case is heard in court – even if it was not protected when you issued your claim. This is because the court can order repayment or protection, and then if it makes such an order it must also order compensation. The legislation does not provide for the court to make a compensation order if the deposit has already been refunded or protected.

The stated purpose of the legislation is to protect tenancy deposits – not to provide windfalls for tenants. However, if the court decides that a landlord wrongly refused to repay a deposit or protect it, then the courts will order the landlord to pay the tenant compensation.

### Claiming interest

You are entitled to interest on money you are owed. If the landlord offers to settle your claim, make sure s/he agrees to pay interest up to the date of settlement, and your court fees, as well as the amount of the deposit.

The claim form (see sections 7 and 14) shows you how to claim for interest, but you will need to calculate how much interest you are owed. Court leaflet EX302 explains how to do this. See the copy of the leaflet at the back of this pack, or download your own from [http://www.hmccourts-service.gov.uk/news/forms/docs/ex302\\_0406.pdf](http://www.hmccourts-service.gov.uk/news/forms/docs/ex302_0406.pdf).

You need to calculate the daily rate of interest, which is  $0.00022 \times (\text{amount claimed})$ .

You also need to calculate the amount owed up to the date you issue your claim in the court. Do this by multiplying the days from the date the deposit should have been paid into the scheme (or the date the prescribed information should have been given) up to the date you pay the court fee and “issue” the claim in court.

### Example

Your claim is for £800.

Daily rate of interest =  $£800 \times 0.00022 = £0.176$

Your deposit should have been protected on 1 May. You issue your claim on 27 May.

Daily rate of interest  $£0.176 \times 26$  days elapsed = Interest due of £4.58

If your claim goes all the way to a hearing, and you win, the court will add interest for the time between the issue of your claim and the day of judgement.

You cannot claim interest for the period after judgement on sums less than £5,000.



## 5. WHAT EVIDENCE WILL I NEED?

You should submit as much evidence as you can with your claim form N208 (see section 14). You will need a copy of the evidence for each claim form – which means a minimum of 3 copies and an additional copy for each additional defendant (eg where there are 2 landlords). The court will serve your evidence on the defendant with the claim form.

You cannot use written evidence at the court hearing unless it has been submitted with your claim form N208 or the court gives permission.

It will not be fatal to your claim if you do not have all of the following evidence. The better your evidence, the easier your claim will be to prove.

The law says that the word “landlord” includes anyone acting on the landlord’s behalf, references in this table to a landlord will include their agent.

To prove . . .	You will need . . .
You are or were an assured shorthold tenant	A signed and dated copy of the tenancy agreement or a print-out of your booking confirmation and the standard terms and conditions if you booked your accommodation on-line.
The amount of deposit you paid	A copy of the cheque, or your bank statement or credit card statement or receipt from the landlord (or agent). It doesn’t matter if the deposit was paid by someone other than you.
The defendant is the landlord (optional)	An official copy of the landlord’s title from the Land Registry (see “Who is my landlord?”)
<ul style="list-style-type: none"> <li>- Grounds to support your claim (only one of these is needed, but if you have more than one, go for all of them):</li> <li>- the landlord has not registered your deposit with an approved scheme</li> <li>- the landlord has not complied with the initial requirements of a deposit protection scheme</li> <li>- the landlord has not given you (and any other person who paid your deposit) the prescribed information</li> <li>- the landlord has notified you that a particular authorised scheme applies to the deposit, but you have been unable to obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme</li> </ul>	<p>A copy of a letter from each of the three approved schemes stating that your deposit has not been registered with them.</p> <p>A copy of the scheme rules (see the Jargon Buster section). State in the details of your claim which initial requirements the landlord has not complied with.</p> <p>It is difficult to prove a negative. Include a copy of any correspondence with the landlord (or agent) about your deposit, or any letter from you (or the person who paid the deposit on your behalf) requesting the information.</p> <p>Copy of the notification if this was in writing; copy of your correspondence with the scheme administrator.</p>

## 6. HOW MUCH WILL IT COST TO BRING A CLAIM?

### Fee concessions for low incomes

If you are on certain types of means-tested benefits, or single and your gross annual income is under £13,000 (£18,000 for a couple), you can apply for a full remission of court fees. These limits are increased for people with children.

To apply for a concession, you will need to complete application form EX160, which can be downloaded from [http://www.hmcourts-service.gov.uk/courtfinder/forms/EX160\\_web\\_0709.pdf](http://www.hmcourts-service.gov.uk/courtfinder/forms/EX160_web_0709.pdf)

To help you assess your eligibility and to help you complete the application form use leaflet EX160A, which can be downloaded from [http://www.hmcourts-service.gov.uk/courtfinder/forms/ex160a\\_web\\_0709.pdf](http://www.hmcourts-service.gov.uk/courtfinder/forms/ex160a_web_0709.pdf)

A copy of EX160 and EX160A is included in section 15 of this pack.

Submit your application for fee remission with your claim form N208. Leave the "Court fee" box on the claim form blank. Your claim form should not attempt to recover costs from the defendant, because you have not paid any. If your claim for fee remission is rejected, or only partially successful, the court will return your claim form and you will need to amend it by inserting the court fee (less any partial remission) and adding the court fee to the amount you claim from the defendant. If you have any difficulty completing the form, contact your local county court office.

### Fees payable if claimant not eligible for fee concession

You will have to pay an Issue Fee to start proceedings. You may have additional fees to pay during the proceedings, depending on whether they go all the way to a hearing, or whether they settle earlier.

Court issue fees depend on the value of the claim.

Amount of claim	Issue fee
up to £300	£30
£300.01- £500	£45
£500.01- £1,000	£65
£1,000.01- £1,500	£75
£1,500.01- £3,000	£85
£3,000.01- £5,000	£108
£5,0001 - £15,000	£225

If your claim is for more than £15,000, your claim may not be appropriate for the county court and you should take further advice.

You must state the value of your claim. Official sources are not entirely clear about whether your claim is just for the amount of the deposit, or for the deposit plus three times the deposit in compensation. So, for a £250 deposit, the amount of the claim could be £250 or £1,000.

If you submit your claim for the higher amount, your interest claim is also based on the higher amount. The court can adjust your interest claim downwards, but they will not adjust it upwards.

The downside is that higher value claims can take you into a higher charge band. The interest on your claim (see section 4), may also take your claim into a higher charge band. But if you are entitled to remission of fees (see above) you will not have to pay the court fee, so which band you fall into does not matter.

## TENANCY DEPOSIT CLAIMS

On balance, it will be in most students' interests to claim for the deposit PLUS three times the deposit in compensation.

If you win, the landlord will have to refund your court fee to you. If you settle out of court, you can ask the landlord to pay your court fee as part of that settlement.

Full information on fees is set out in leaflet EX50. There is a copy in section 15 of this pack and it can be downloaded from:

[http://www.hmcourts-service.gov.uk/courtfinder/forms/ex50\\_web\\_1009.pdf](http://www.hmcourts-service.gov.uk/courtfinder/forms/ex50_web_1009.pdf)

You may have to pay an allocation fee if the case does not settle quickly. Though you will start your claim using the "Part 8" procedure, which automatically allocates the case to the "multi track", the court may decide not to continue using "Part 8" and will then allocate your case according to whether it is "small claims" (claims under £5,000), or "fast track" (larger sums),. An allocation fee may not be payable in every case: the court decides. If the court sends you an allocation questionnaire (Form N150), you must return it and pay the allocation fee by the date given, otherwise you may not be allowed to proceed with your claim. Most tenancy deposit cases will be allocated to the small claims track. Allocation fees are set out in the table below:

Amount of claim	Issue fee
£1,500 or less	£0
£1,500.01- £5,000	£35
£5,0001 or over	£200

If your claim is for over £5,000, and your landlord or the court does not agree to the claim being dealt with in small claims, you may have to pay a listing fee of £100. If your claim is not being dealt with in small claims, you should probably take legal advice. If your claim is for under £5,000, you will not have to pay your landlord's legal fees if you lose. But if your claim is for over £5,000, you may have to pay your landlord's legal fees if you lose, even if your claim is heard in the small claims track.

If your claim does not settle by this stage, you will have to pay a hearing fee.

Amount of claim and "track" of claim	Hearing Fee
small claim £300 or less	£25
small claim track £300.01 - £500	£50
small claim track £500.01 - £1,000	£75
small claim track £1,000.01 - £1,500	£100
small claim track £1,500.01 - £3,000	£150
small claim track £3,000.01 - £5,000	£300
fast-track case	£500
multi-track case	£1,000

If you win your case and the landlord does not pay what you are owed, you may need to enforce the judgement. A warrant fee is payable, based on the amount owed:

Amount owed	Warrant Fee
£125 or less	£35
More than £125	£55

There are other options for enforcing judgement – take advice from your students' union or a solicitor if you get to this stage.

Your students' union may be able to lend you the court fees, if you promise to pay them back if you win.

You may be entitled to a reduced fee if you use Money Claim On-line [www.moneyclaim.gov.uk](http://www.moneyclaim.gov.uk). However, this service was not able to confirm whether deposit protection claims can be made on-line. The only way we will know is if someone tries, and lets us know how they get on.

You will NOT be able to use Money Claim On-line if

- you believe you qualify for court fees remission
- you cannot set out your particulars of claim in 24 lines or fewer, totalling no more than 1080 characters (including space and punctuation)
- the landlord consists of more than 2 people.

## 7. STARTING A CLAIM

Before you make a claim, you must think about whether there are any alternatives to court. Court rules require you to think about this, and some suggestions are made in the court leaflet EX301, downloadable from [http://www.hmcourts-service.gov.uk/courtfinder/forms/ex160a\\_web\\_0709.pdf](http://www.hmcourts-service.gov.uk/courtfinder/forms/ex160a_web_0709.pdf)

To keep things simple, we refer to the “landlord”, but remember that this includes landlords’ agents.

As a minimum, you should write to the landlord requesting a refund of your deposit if the tenancy has ended, or for your deposit to be put into a deposit protection scheme if the tenancy is still in existence. A sample letter is included in this pack (see section 11). You could also write to the scheme administrators, and get confirmation from them that your deposit is not protected. A sample letter to scheme administrators is included in this pack (see section 13).

If the letter to the landlord does not produce a result, you may have to make a formal claim.

Claims are made in the county court. You are the claimant. The person you are claiming against is the defendant.

To start your claim, you will need to complete **form N208**, which is available free of charge from the court or downloadable from [http://www.hmcourts-service.gov.uk/courtfinder/forms/n208\\_1000.pdf](http://www.hmcourts-service.gov.uk/courtfinder/forms/n208_1000.pdf)

On the claim form you will need to make some key statements. You must state all of the following:

- you are making a landlord and tenant claim
- the claim is for repayment (or protection) of a tenancy deposit
- why you are entitled to have the deposit repaid (or protected)
- the claim is made under s214 Housing Act 2004
- in order to comply with CPR Practice Direction Part 56 2.1 the Part 8 procedure is being used
- the Part 8 procedure applies (this is a separate requirement from the one above)

The claim must be verified by a statement of truth. You must sign the statement of truth on the form or your claim will not proceed.

Don’t forget to attach to your claim any evidence you want to rely on.

This guide contains sample completed form N208 (see section 14) and you can choose from a range of examples the particulars of claim that best match your circumstances. Additional notes are available in the court leaflet number EX208A – Notes for claimant, downloadable from [http://www.hmcourts-service.gov.uk/courtfinder/forms/n208a\\_0499.pdf](http://www.hmcourts-service.gov.uk/courtfinder/forms/n208a_0499.pdf)

You will need to make **at least 3 copies** of the completed N208 form – one for yourself, one for the court and one copy for the landlord. If your landlord consists of more than one person, you will need a copy of the form for each person. To check whether your landlord consists of just one person or several, see section 3.

Attach a copy of your **evidence** (see section 5) to the claim form.

Take or send completed forms, with the **court fee** if applicable (see section 6) to your local county court office. Their details are given on [http://www.hmcourts-service.gov.uk/courtfinder/forms/ex50\\_web\\_1009.pdf](http://www.hmcourts-service.gov.uk/courtfinder/forms/ex50_web_1009.pdf)

Alternatively, try using Money Claim On-line at [www.moneyclaim.gov.uk](http://www.moneyclaim.gov.uk) (but note that this is not suitable for all claims – see section 6).

### Starting a claim – summary

Take or send the following to the county court:

- Three copies of Form N208, and an extra copy for each extra defendant
- Evidence – one copy for each Form N208
- Correct Court Fee or Fee Remission Application

### **8. COURT PROCEDURE - WHAT HAPPENS NEXT?**

The court will send a copy of your Form N208 and various other forms to the defendant (this will be the landlord or the agent). You will receive a form N205A from the court, showing you the deadline by which the defendant has to respond.

The precise detail of what will happen next will depend on whether the court decides to continue with the "Part 8" procedure or not. The Part 8 Procedure is used either when there is no substantial dispute about the facts or if required by the Civil Procedure Rules. You must use the Part 8 Procedure because the Practice Direction for Civil Procedure Rule 56 says you must. (If you want to check this for yourself, follow this link to Practice Direction part 56 2.1 [http://www.justice.gov.uk/civil/procrules\\_fin/pdf/practice\\_directions/pd\\_part56.pdf](http://www.justice.gov.uk/civil/procrules_fin/pdf/practice_directions/pd_part56.pdf) )

The landlord will have the chance to request that Part 8 is not used. If the defendant believes that the Part 8 procedure should not be used, he must say why when he acknowledges your claim. The court will then decide whether to continue with the Part 8 procedure or to continue as if the claim had not been started using Part 8.

Whichever procedure is used, broadly speaking the defendant will either:

- Admit your claim (wholly or in part)
- Dispute your claim
- Simply not reply.

Each possibility is dealt with in more detail below.

#### **The defendant admits your claim**

The defendant may admit the whole of your claim and offer to settle. Once you have been paid, you should let the court know that you will not be taking things any further.

If the defendant admits part of your claim, he might make you an offer to settle in return for you dropping the case. You will have to evaluate any offer and perhaps be prepared to negotiate. If you settle with the landlord, make sure you inform the court by letter that you have done so – usually after you have received payment.

If the defendant admits part of your claim you might receive a formal offer to settle. If you receive a formal "Part 36" offer, please consider this very carefully as there may be costs implications if you refuse it and subsequently the court awards less than the offer. You might want to consider taking legal advice at this stage. (Costs are awarded in proceedings brought under Part 8, unlike claims under the Small Claims Track).

If the defendant admits the claim, but disputes the amount of the claim or does not offer to settle, the matter could still go to court. If the case goes to court, the court should make an award in your favour. But that is not the end of the matter. The court is merely saying that you are legally entitled to the money. You still have to get hold of the money. If the landlord simply ignores the ruling and doesn't pay, you might have to consider further court action to get an enforcement order to actually recover the money. The court will not issue you with a cheque.

#### **Disputing your Claim**

The landlord might dispute your claim. He might argue that the Part 8 procedure should not be used as there is a substantial dispute about the facts (eg that he has in fact registered your deposit or has provided the prescribed the information). If the court agrees that the Part 8 procedure is not appropriate, the court can order that your claim will proceed on the "normal" basis. At this point the court might also send you an Allocation Questionnaire which will help to put your case into one of the "tracks" that are used to manage cases in the courts. If this happens your claim will probably be allocated to the Small Claims Track.

The defendant will need to provide evidence in support of his defence. You may, within 14 days of service of the defendant's evidence, file further written evidence in reply (though it is likely that you will have filed all your evidence with your claim form N208).

**It is important at this point to "take stock" and review your claim.** Is there any merit in the defence argued by the landlord? Is your claim as strong as you thought? Do you want to proceed to a court hearing?

The defendant may issue a Counterclaim. There would have to be a legal basis for the claim, eg if you have damaged the property or not paid the rent. If this happens you might want to consider taking legal advice.

### **The defendant does not reply**

The defendant should reply to your claim by filing an acknowledgement of service with you and the court. He should do this on form N210, which the court will previously have sent to him with your claim form. According to the Part 8 procedure, if the defendant does not file an acknowledgement of service he may attend the court hearing of the claim but may not take part in the hearing unless the court gives him permission to do so. The defendant will not be able to present any evidence or address the court unless the judge allows him to.

### **Will I have to go to court?**

Not all court cases result in a hearing. In most properly prepared claims for repayment or protection of a tenancy deposit, the landlord will not have a defence, and a hearing should not be necessary. The court will let you know if you are required to attend a hearing. They may give you certain things to do before the hearing, such as sending documents to the defendant, and you must make sure you **comply with the court's instructions** (or "directions") and any deadlines, before the hearing.

If you do have to go to court, **be well prepared**. You will not have long to put your case forward, and judges won't like it if you don't have all the relevant information you need at your fingertips. We expect that deposit protection cases will usually be heard in private, rather than in formal open court, but it is too early to say. We expect that hearings will generally be informal. This means informal in terms of court proceedings – the hearing will not be casual and you will be expected to show the judge proper courtesy and respect. You will probably not be asked to swear an oath or cross-examine the defendant or be cross-examined yourself. We expect that cases will be decided mainly on the basis of written evidence, such as the tenancy agreement, proof that you paid the deposit, and confirmation from the scheme administrator that the deposit has not been protected.

If you do have to speak at a hearing, the judge should be addressed as "sir" or "madam" (pronounced "ma'am").

Although you may not be asked to swear an oath, you are required to sign a statement of truth as part of your claim. Knowingly giving false information in your claim is an extremely serious matter and you should never, never do this.

### **9. WHAT HAPPENS IF I WIN - OR LOSE?**

If you have to attend a hearing, the judge will usually make an order at the hearing. Otherwise, the court will send you the judge's decision, or "court order".

If you lose, you might be able to appeal. If you want to appeal, you must have permission from the court.

An application for permission to appeal may be made:

- to the county court at the end of the hearing itself, or
- to the appeal court in an appeal notice.

To seek permission at the end of the hearing you should simply ask the judge for permission to appeal.

If you seek permission from the appeal court in an appeal notice, the notice must be filed within the time limit as directed by the county court, or within 21 days if the county court makes no direction.

If you lose, and the claim has continued under the Part 8 procedure, you might have to pay your landlord's solicitors' costs.

If your claim is allocated to the Small Claims Track (usually when the claim is for less than £5,000) you will not have to pay the landlord's solicitor's fees.

If you win, the defendant should pay you the amount awarded by the court. If s/he doesn't pay, you may have to enforce the judgement. A number of different options are available to you, including using bailiffs, but additional fees will be payable (which you may be able to recover from the landlord) and you are recommended to take further advice about what to do if the defendant does not pay what the court has ordered them to pay.



## 10. JARGON BUSTER

<b>Agent</b>	Someone who acts on behalf of someone else – usually on the landlord’s behalf. An agent can be a lettings agent, who passes the deposit on to the landlord, for the landlord to protect, or a managing agent, who is responsible for protecting the deposit on the landlord’s behalf. Tenancy deposit protection legislation says the definition of a landlord “includes anyone acting on the landlord’s behalf”.
<b>Bailiff</b>	Someone legally authorised to collect a debt on behalf of a creditor.
<b>ADR</b>	Alternative Dispute Resolution. Methods other than legal action to resolve disputes; eg negotiation, arbitration etc.
<b>Approved scheme</b>	One of three schemes authorised by the government to protect tenants’ deposits. There are 2 insurance backed schemes, one run by The Dispute Service Limited (www.tds.gb.com , 0845 226 7837) , the other by Tenancy Deposit Solutions Limited (www.mydeposits.co.uk 0871 703 0552), and a custodial scheme, run by the Deposit Protection Service (www.depositprotection.com 0870 707 1707)
<b>Assured shorthold</b>	A type of tenancy. The tenant must be an individual or individuals who use the property as their main residence. A student house can be the students’ main residence, even if they spend part of the year living with their parents. Certain types of tenancy cannot be assured shortholds, for example where the annual rent is over £25,000 or the landlord lives with the students. Tenancies granted to students by universities, colleges and some housing associations cannot be assured shorthold tenancies.
<b>Bond</b>	See tenancy deposit.
<b>Certificate of posting</b>	Available free from the post office if you ask for one when you post your item. It will prove that you sent an item to a specific address on a particular date – but it won’t prove what the document was, and you will only find out whether it was received if the recipient tells you.
<b>Civil Procedure Rules</b>	<p>A set of rules and procedures that claimants and defendants are obliged to follow when bringing cases in the civil courts. These can be found on the Ministry of Justice website: <a href="http://www.justice.gov.uk/civil/procrules_fin/menus/rules.htm#part51">http://www.justice.gov.uk/civil/procrules_fin/menus/rules.htm#part51</a></p> <p>Each rule is accompanied by a Practice Direction which supplements the rule.</p> <p>There are also Protocols which say how the parties to a dispute should conduct themselves prior to formal court action. This includes attempting to find a way other than legal action to resolve disputes, known as alternative dispute resolution (ADR).</p>
<b>Claimant</b>	A person who brings legal proceedings – in deposit recovery cases this will normally be the tenant, but it could be someone who paid the deposit on the tenant’s behalf.

<b>Counter-claim</b>	<p>If you claim your deposit back from your landlord, your landlord may claim against you, alleging that you owe rent or have damaged the property, for example. The court will assess both your claim and the landlord's counter-claim, to see who wins overall. If you claim for a deposit refund of £200 and you win, the court should also award you three times the deposit – making £800 in total. However, if the landlord can show you owe £50 in rent, that will be deducted from the amount the landlord would otherwise have to pay you.</p> <p>We cannot at this stage say which of the following formulas the court would use, or whether the courts will apply some formula of their own</p> <p>Deposit £200 less £50 arrears = £150  Plus 3x £150 compensation = £450  Total due to tenant = £600</p> <p>Or</p> <p>Deposit = £200  Plus 3x Deposit = £600  Total due to tenant = £800  Less £50 arrears = £750</p>
<b>Court fees</b>	<p>The courts charge a fee for dealing with your case. More information is given about fees in section 6. If you instruct a solicitor to act on your behalf, you will normally also have to pay a fee to the solicitor. If you win your case, you will normally be able to claim your court fees back from the landlord, but you will not normally be entitled to recover all your solicitor's fees. You will not normally have to pay the landlord's solicitor's fees if your claim is for less than £5,000 – even if you lose your case.</p>
<b>Custodial</b>	<p>A type of tenancy deposit protection scheme, where the deposit money has to be paid over to the scheme administrator. The other two protection schemes are insurance-based schemes, where the landlord looks after the money, but has an insurance policy that pays out if the landlord wrongfully withholds payment.</p>
<b>Defendant</b>	<p>A person against whom a legal claim is made. In deposit recovery cases this will be the landlord or the agent.</p>
<b>Deposit</b>	<p>See "tenancy deposit" and "holding deposit"</p>
<b>Holding deposit</b>	<p>This is a payment made to a landlord or agent to ensure that the property is kept available for you so that you can start living in it at a later date. Holding deposits do not have to be protected.</p>
<b>Joint tenancy</b>	<p>This is the norm for a group of students sharing a house. All the students sign the agreement, and have collective responsibility for paying the rent and other bills. They are also collectively liable for paying for any damage or cleaning at the property. Each person is liable, even if they personally did not cause the damage. Contrast this with a sole or single tenancy (see definition below).</p>
<b>Issue</b>	<p>To make a claim, you have to complete a claim form N208 and take or send it to the court. The court issues the claim form when you pay the court fee (or you qualify for fee remission) by allocating a case number and sealing the form. The court then proceeds to serve the claim form on the defendant.</p>

<b>Prescribed Information</b>	<p>The information which landlords and agents are required by law to give to the tenant and anyone who paid the deposit on the tenant's behalf. The precise requirements are set out in a statutory instrument The Housing (Tenancy Deposits) (Prescribed Information) Order 2007 No 797 which you can see at <a href="http://www.opsi.gov.uk/si/si2007/uksi_20070797_en_1">http://www.opsi.gov.uk/si/si2007/uksi_20070797_en_1</a></p> <p>In brief, the prescribed information includes the name, address and contact number of landlord, agent, tenant, anyone who paid the deposit on the tenant's behalf and the scheme administrator. The landlord or agent must also tell you what the deposit can be used for and how you can use a dispute resolution service to settle any disagreement about the deposit at the end of the tenancy.</p>
<b>Prosecute</b>	<p>Public officers can prosecute alleged offenders. A successful prosecution normally results in a criminal record and the offender may be fined, or sent to prison in more serious cases. If you bring court proceedings against the landlord or agent, you will be suing, not prosecuting, because failing to protect the deposit is not a criminal offence.</p>
<b>Recorded delivery</b>	<p>If you send a letter by recorded delivery, it has to be signed for at the delivery address, otherwise it will be returned to you. The post office will send you a card to say that the item has been delivered. The service costs more than the ordinary post, but you can send recorded delivery items second class. You will need to complete a form at the post office when you send the item.</p>
<b>Scheme Administrator</b>	<p>One of 3 organisations authorised to operate a tenancy deposit protection scheme. Scheme administrators also operate a dispute resolution service to help settle deposit deductions. The scheme administrators do not have power to award payment to tenants of 3 times the deposit where landlords have not complied with the law – only the courts can do this. More details about each scheme administrator can be obtained from their websites or by telephoning:</p> <p>www.depositprotection.com 0870 707 1 707  www.mydeposits.co.uk 0871 703 0552  www.tds.gb.com 0845 226 7837</p>
<b>Sole tenancy</b>	<p>Also known as a single tenancy. This is where the tenant rents a self-contained property, or a room, but has a tenancy agreement all to themselves. There may be other people living at the property, but they have their own tenancy agreement. They are each liable for their own rooms, and for a share of the communal areas.</p>
<b>Tenancy Deposit</b>	<p>A sum of money paid to the landlord or agent which can be used to pay for cleaning, damage, rent arrears, etc. It is sometimes called a bond. If you signed an undertaking authorising the landlord to deduct these sums from your credit card, that is not a tenancy deposit, as no money was paid over in advance. Payment in advance of a fixed amount by cash, cheque, credit or debit card will be a tenancy deposit.</p>
<b>Tenancy Deposit Protection Scheme</b>	<p>There are 3 schemes authorised to protect deposits. The landlord or agent should tell tenants which scheme their deposit will be protected by. Each scheme is operated by a scheme administrator. More details about the schemes can be viewed at:  <a href="http://www.communities.gov.uk/housing/rentingandletting/privaterenting/tenancydepositprotection">www.communities.gov.uk/housing/rentingandletting/privaterenting/tenancydepositprotection</a>.</p>

### 11 Letter Requesting A Refund From Landlord Or Agent - Example

Where there are square brackets, you are required to insert information, if prompted, or make a choice whether to include the words in square brackets or not. Obtain a certificate of posting from the post office (free of charge) or send recorded delivery. Keep a copy of your letter, and make a note of the deadline in your diary or on your calendar.

[Your name and current address here]

[Date of your letter here]

[Landlord's or agent's name and address here (see section 3)]

Dear [Landlord's or Agent's name here]

[ADDRESS OF THE PROPERTY YOU RENT(ED) HERE]

I am the [former] tenant of the above property. My assured shorthold tenancy agreement is dated [date of agreement here].

On [or about] [date deposit was paid] I paid you [your agent] a deposit of [amount of deposit here] as security against my obligations in the tenancy agreement. Since then:

1. I believe you have not met the initial requirements of an authorised tenancy deposit protection scheme; [and/or]
2. I have not been able to obtain confirmation from a scheme administrator that my deposit is being held in accordance with such a scheme; [and/or]
3. I have not received the prescribed information which you are required by law to send me within 14 days of receiving my deposit

In the circumstances, I am entitled to [have my deposit refunded][have my deposit paid into the custodial scheme[ and to receive the prescribed information]] and you are requested to attend to this within 7 days of the date of this letter.

If I do not hear from you within 7 days, with satisfactory evidence that you have complied with the obligations which the law imposes on you, I may begin legal proceedings to recover my deposit without further recourse to you. My claim will include a claim for any interest, costs and compensation to which I may be entitled.

Yours sincerely

[sign here]

[print your full name here]

### 12. Letter Requesting Landlord's Details From Agent - Example

Where there are square brackets, you are required to insert information, if prompted, or make a choice whether to include the words in square brackets or not. Obtain a certificate of posting from the post office (free of charge) or send recorded delivery. Keep a copy of your letter and make a note of the deadline in your diary or on your calendar.

[Your name and current address here]

[Date of your letter here]

[Agent's name and address here]

Dear [Agent's name here]

[ADDRESS OF THE PROPERTY YOU RENT(ED) HERE]

I am the [former] tenant of the above property. My assured shorthold tenancy agreement is dated [date of agreement here].

Under section 1 of the Landlord and Tenant Act 1985, I hereby request you to provide me with a written statement of the landlord's name and address within the period of 21 days beginning with the day on which you receive this request.

You should be aware that a person who, without reasonable excuse, fails to comply with this request commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale, which currently stands at £2,500.

I look forward to receiving your prompt reply.

Yours sincerely

[sign here]

[print your full name here]

### **13. Letter Asking Scheme Administrator For Confirmation That Deposit Is Protected - Example**

Where there are square brackets, you are required to insert information, if prompted, or make a choice whether to include the words in square brackets or not. Obtain a certificate of posting from the post office (free of charge) or send recorded delivery. Keep a copy of your letter and make a note of the deadline in your diary or on your calendar.

[Your name and current address here]

[Date of your letter here]

[Scheme administrator's name and address here]

Dear Sirs

[ADDRESS OF THE PROPERTY YOU RENT(ED) HERE]

LANDLORD: [NAME OF LANDLORD HERE]

AGENT: [NAME OF AGENT HERE]

I am the [former] tenant of the above property. My assured shorthold tenancy agreement is dated [date of agreement here].

On [or about] [date deposit was paid] I paid [name of agent or landlord] a deposit of [amount of deposit here] as security against my obligations in the tenancy agreement.

Please would you confirm whether my deposit is or was protected by the deposit protection scheme administered by you. A reply within the next 14 days would be much appreciated.

Yours faithfully

[sign here]

[print your full name here]

### **14. Claim Form N208 – Example And Particulars Of Claim Examples**

To see an example of a completed form, click on the icon on the next page. Blank forms can be downloaded from the Ministry of Justice website:

[http://www.hmcourts-service.gov.uk/courtfinder/forms/n208\\_1000.pdf](http://www.hmcourts-service.gov.uk/courtfinder/forms/n208_1000.pdf)

Before proceeding, make sure you read and follow the notes for claimants on form N208A, which can also be downloaded from the Ministry of Justice website:

[http://www.hmcourts-service.gov.uk/courtfinder/forms/n208a\\_0499.pdf](http://www.hmcourts-service.gov.uk/courtfinder/forms/n208a_0499.pdf)

The claim is issued in the county court. You can find the appropriate court from this website: <http://www.hmcourts-service.gov.uk/HMCSCourtFinder/>

Do not fill in the box marked "Claim No.". The court will allocate a claim number when it seals and issues the claim.

Fill in the details of the Claimant (you) and Defendant (landlord/agent) boxes. Include full names and contact details.

Tick the "No" box to the question about the Human Rights Act 1998.

The content of the section of the form marked "details of claim" will depend on your particular circumstances, but in all cases you will need to make some key statements (see section 7 and see also below).

Number your paragraphs to make it easier for the court to refer to separate items of your claim.

Use the third person ie refer to "the claimant" (not "I") and "the defendant" (not "he").

You must state that you are making a Landlord and Tenant claim (CPR 56.1 (f)) and that to comply with CPR Practice Direction Part 56 2.1 you are claiming using the Part 8 procedure.

You must state that the Part 8 procedure applies.

You must state the remedy you are seeking and the legal basis for it. For example "The claimant is seeking the repayment of his deposit and the payment of a sum equal to three times the amount of the deposit on the basis that the defendant did not give the claimant prescribed information."

You must state that the claim is being made under the Housing Act 2004.

Complete the Defendant's name and address and the boxes to do with fees. (see section 6). If in doubt you can ring the court and ask. The court will not give you legal advice but will give you help with filling in the form.

The claim must be verified by the statement of truth at the bottom of the form. Cross out the words in brackets that say "The Claimant believes", leaving "I believe" in place. Cross out the line that says "I am duly authorised by the claimant to sign this statement".

You must sign the statement of truth on the form or your claim will not proceed. Only sign if you are sure your statement is true. Giving a false statement is a very, very serious matter.

Cross out the words in brackets that say "Litigation friend" and "Claimant's solicitor", leaving "claimant" in place.

Don't forget to attach to your claim any evidence you want to rely on.

Click the icon below to see a specimen Form 208. After the icon we give you a number of different examples to cover various different situations that might apply to students renting in the private sector.

### **Tenants of individual rooms who are not on a joint tenancy , but are still in occupation**

- Version 1 You did not receive prescribed information
- Version 2 The landlord has not told you that the deposit is protected
- Version 3 The landlord has told you the deposit is protected, but you have not been able to get confirmation of this from the scheme administrator
- Version 4 The landlord has not complied with the scheme's initial requirements

### **Joint tenants who are still in occupation**

- Version 5 You did not receive prescribed information
- Version 6 The landlord has not told you that the deposit is protected
- Version 7 The landlord has told you the deposit is protected, but you have not been able to get confirmation of this from the scheme administrator
- Version 8 The landlord has not complied with the scheme's initial requirements

### **Tenants of individual rooms, not on a joint tenancy, whose tenancy has expired**

- Version 9 You did not receive prescribed information
- Version 10 The landlord has not told you that the deposit is protected
- Version 11 The landlord has told you the deposit is protected, but you have not been able to get confirmation of this from the scheme administrator
- Version 12 The landlord has not complied with the scheme's initial requirements

### **Joint tenants whose tenancy has expired**

- Version 13 You did not receive prescribed information
- Version 14 The landlord has not told you that the deposit is protected
- Version 15 The landlord has told you the deposit is protected, but you have not been able to get confirmation of this from the scheme administrator
- Version 16 The landlord has not complied with the scheme's initial requirements

More than one of these situations may be applicable. You can combine the examples to create a claim that meets your precise circumstances, but only combine examples under the same bold heading (eg you should only use combinations of versions 1 to 4 if you rent a single room and are still in occupation. If you are a joint tenant, whose tenancy has expired, only combine versions 13 to 16).



### ***Single Tenant – Still In Occupation - No Prescribed Information***

You will need to substitute the words in square brackets with the information relevant to your own tenancy

See section 4 for how to calculate interest. See section 6 on whether you will have to pay fixed court fees and whether you can claim them back.

---

1. The claimant is the assured shorthold tenant of the property known as [3 The Limes, Headingley,] and the defendant is the landlord. The tenancy agreement was dated [15 April 2009] and a copy is attached to this claim form.
2. The claimant is making a landlord and tenant claim (CPR 56.1 (f)) and to comply with CPR PD Part 56 2.1 the claimant is using the Part 8 Procedure.
3. The Part 8 procedure applies to this claim.
4. The claimant paid the defendant a deposit of [£400] on [12 April 2009]. [A copy of the cheque is attached to this claim] [a copy of [other evidence] is attached to this claim].
- 5..Under The Housing Act 2004 s213 (5) and s213 (6) the defendant must provide information about the protection of the deposit to the claimant in prescribed form within 14 days of receiving the deposit.
6. The defendant did not give the claimant the information required by The Housing Act 2004 s213 (5).
7. The claimant applies under s214(3) and 214 (4) Housing Act 2004 for an order that the defendant pays the deposit into the custodial scheme and for an order that the defendant pay the claimant a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.
8. The claimant is therefore claiming an award of £[1200] being an amount equivalent to 3 times the deposit of £[400]
9. This claim is being made under s214 of the Housing Act 2004.
10. The claimant also claims interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2008] to [7 August 2009] of £[42.50] and also interest at the same rate up to the date of judgment or earlier payment at a daily rate of £[0.35]. [The claimant also claims costs.]

### ***Single Tenant – Still In Occupation - Landlord Has Not Said Deposit Is Protected***

You will need to substitute the words in square brackets with the information relevant to your own tenancy

See section 4 for how to calculate interest. See section 6 on whether you will have to pay fixed court fees and whether you can claim them back.

- 
1. The claimant is the assured shorthold tenant of the property known as [3 The Limes, Headingley,] and the defendant is the landlord. The tenancy agreement was dated [15 April 2009] and a copy is attached to this claim form.].
  2. The claimant is making a landlord and tenant claim (CPR 56.1 (f)) and to comply with CPR PD Part 56 2.1 the claimant is using the Part 8 Procedure.
  3. The Part 8 procedure applies to this claim.
  4. The claimant paid the defendant a deposit of [£400] on [12 April 2009] ]. [A copy of the cheque is attached to this claim] [a copy of [other evidence] is attached to this claim.
  5. Under s213(5) of the Housing Act 2004 a landlord who has received a deposit must give the tenant information relating to the scheme applying to the deposit
  6. The defendant has not confirmed to the claimant that the claimant's deposit is protected.
  7. The claimant applies under s214 Housing Act 2004 for an order that the defendant pays the deposit into the custodial scheme and for an order that the defendant pay the claimant a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.
  8. The claimant is therefore claiming an award of £[1200] being an amount equivalent to 3 times the deposit of £[400]
  9. This claim is being made under s214 of the Housing Act 2004
  10. The claimant also claims interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2009] to [7 August 200[ ] of £[42.50] and also interest at the same rate up to the date of judgment or earlier payment at a daily rate of £[0.35]. [The claimant also claims costs.]

### **Single Tenant – Still In Occupation – Landlord Says The Deposit Has Been Protected, But The Scheme Administrator Has Not Confirmed It Has**

You will need to substitute the words in square brackets with the information relevant to your own tenancy

See section 4 for how to calculate interest. See section 6 on whether you will have to pay fixed court fees and whether you can claim them back.

- 
1. The claimant is the assured shorthold tenant of the property known as [3 The Limes, Headingley,] and the defendant is the landlord. The tenancy agreement was dated [15 April 2009] and a copy is attached to this claim form.
  2. The claimant is making a landlord and tenant claim (CPR 56.1 (f)) and to comply with CPR PD Part 56 2.1 the claimant is using the Part 8 Procedure.
  3. The Part 8 procedure applies to this claim
  4. The claimant paid the defendant a deposit of [£400] on [12 April 2009]. [A copy of the cheque is attached to this claim] [a copy of [other evidence] is attached to this claim.
  5. Under s213(5)(a) of the Housing Act 2004 a landlord who has received a deposit must give the tenant information relating to the scheme applying to the deposit.
  6. The defendant has told the claimant that the claimant's deposit is protected, but the claimant has been unable to obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme. A copy of the scheme administrator's letter dated [1 July 2009] is attached to this claim form.
  7. The claimant applies under s214 Housing Act 2004 for an order that the defendant pays the deposit into the custodial scheme and for an order that the defendant pay the claimant a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.
  8. The claimant is therefore claiming an award of £[1200] being an amount equivalent to 3 times the deposit of £[400].
  9. This claim is being made under s214 of the Housing Act 2004
  10. The claimant also claims interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2009] to [7 August 200[ ] of £[42.50] and also interest at the same rate up to the date of judgment or earlier payment at a daily rate of £[0.35]. [The claimant also claims costs.]

### ***Single Tenant – Still In Occupation – Landlord Has Not Complied With Deposit Protection Scheme Initial Requirements***

The examples given in this version refer to the custodial scheme rules. See Jargon Buster for the web-site addresses of the different scheme administrators.

You will need to substitute the words in square brackets with the information relevant to your own tenancy

See section 4 for how to calculate interest. See section 6 on whether you will have to pay fixed court fees and whether you can claim them back.

- 
1. The claimant is the assured shorthold tenant of the property known as [3 The Limes, Headingley,] and the defendant is the landlord. The tenancy agreement was dated [15 April 2009] and a copy is attached to this claim form.
  2. The claimant is making a landlord and tenant claim (CPR 56.1 (f)) and to comply with CPR PD Part 56 2.1 the claimant is using the Part 8 Procedure.
  3. The Part 8 procedure applies to this claim
  4. The claimant paid the defendant a deposit of [£400] on [12 April 2009]. [A copy of the cheque is attached to this claim] [a copy of [other evidence] is attached to this claim].
  5. Under the Housing Act 2004 s213 (3) a landlord must comply with the initial requirements of an authorised scheme within 14 days of receiving a deposit.
  6. The defendant has told the claimant that the claimant's deposit is protected in the scheme operated by [The Deposit Protection Service][The Dispute Service Limited][MyDeposits]. A copy of the scheme's initial requirements is attached to this claim form, and the claimant believes that the defendant has not complied with the scheme's initial requirements, in the following respects:
    - [Rule 5a – The defendant has only registered £300 of the deposit, and this contravenes the requirement for all information provided by landlords at the time of registration to be up to date and factually correct, to the best of their knowledge]
    - [Rule 9a – The defendant did not submit the deposit until 28 days after it was received, which contravenes the requirement to ensure that deposits are submitted for protection within 14 calendar days of receipt]
    - [Rule 9 – The defendant's deposit submission form was illegible and incomplete and was rejected by the scheme administrator. A copy of the scheme administrator's letter dated [1 July 2008] confirming this is attached]
    - [Rule 9 – The defendant submitted a cheque (which was not the claimant's cheque) which was returned unpaid, and the defendant has not paid the scheme administrator's levy on the bounced cheque]
  7. The claimant applies under s214 Housing Act 2004 for an order that the defendant pays the deposit into the custodial scheme and for an order that the defendant pay the claimant a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.
  8. The claimant is therefore claiming an award of £[1200] being an amount equivalent to 3 times the deposit of £[400] in addition to an order requiring the defendant to protect the deposit in the custodial scheme.
  9. This claim is being made under s214 of the Housing Act 2004
  10. The claimant also claims interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2009] to [7 August 200[ ] of £[42.50] and also interest at the same rate up to the date of judgment or earlier payment at a daily rate of £[0.35]. [The claimant also claims costs.]

### ***Joint Tenant – Still In Occupation - No Prescribed Information***

You will need to substitute the words in square brackets with the information relevant to your own tenancy

See section 4 for how to calculate interest. See section 6 on whether you will have to pay fixed court fees and whether you can claim them back.

Options are given depending on whether you are taking proceedings on your own, or whether several of you are taking proceedings. If you are all taking proceedings, simply refer to yourselves as “the claimants”. If only one or some of you are claiming, you will need to use the option that refers to you as the claimant, and refers separately to your co-tenants. Note that if claiming on your own account you undertake to the court to share out any compensation with your co-tenants. Breach of such an undertaking is an extremely serious matter, and you should only give this undertaking if you intend to comply with it to the letter. Consider whether to qualify the undertaking if, for example, you do not know where one of your housemates is.

- 
1. [The claimant, together with [3] other people, is] [The claimants are] the assured shorthold tenant[s] of the property known as [3 The Limes, Headingley,] and the defendant is the landlord. The joint tenancy agreement was dated [15 April 2009] and a copy is attached to this claim form.
  2. The claimant[s] [is] [are] making a landlord and tenant claim (CPR 56.1 (f)) and to comply with CPR PD Part 56 2.1 the claimant[s] [is] [are] using the Part 8 Procedure.
  3. The Part 8 procedure applies to this claim.
  4. The [claimant and [his][her] co-tenants][claimants] paid the defendant a deposit of [£400] on [12 April 2009]. [A copy of the cheque is attached to this claim] [a copy of [other evidence] is attached to this claim].
  5. Under The Housing Act 2004 s213 (5) and s213 (6) the defendant must provide information about the protection of the deposit to the claimant[s] in prescribed form within 14 days of receiving the deposit.
  6. The defendant did not give the claimant[s] the information required by The Housing Act 2004 s213 (5).
  7. The claimant[s] [applies] [apply] under s214(3) and 214 (4) Housing Act 2004 for an order that the defendant pays the deposit into the custodial scheme and for an order that the defendant pay the claimant[s] a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.
  8. The claimant[s] [is] [are] therefore claiming an award of £[1200] being an amount equivalent to 3 times the deposit of £[400] in addition to an order requiring the defendant to protect the deposit in the custodial scheme. [The claimant undertakes to the court to distribute an equal share of any compensation and interest ordered by the court to [him][her]self and each of the co-tenants within 14 days of receiving payment.]
  9. This claim is being made under s214 of the Housing Act 2004.
  10. The claimant[s] also claim[s] interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2009] to [7 August 200[ ] of £[42.50] and also interest at the same rate up to the date of judgment or earlier payment at a daily rate of £[0.35]. [The claimant[s] also claim[s] costs.]

### ***Joint Tenant – Still In Occupation - Landlord Has Not Said Deposit Is Protected***

You will need to substitute the words in square brackets with the information relevant to your own tenancy

See section 4 for how to calculate interest. See section 6 on whether you will have to pay fixed court fees and whether you can claim them back.

Options are given depending on whether you are taking proceedings on your own, or whether several of you are taking proceedings. If you are all taking proceedings, simply refer to yourselves as “the claimants”. If only one or some of you are claiming, you will need to use the option that refers to you as the claimant, and refers separately to your co-tenants. Note that if claiming on your own account you undertake to the court to share out any compensation with your co-tenants. Breach of such an undertaking is an extremely serious matter, and you should only give this undertaking if you intend to comply with it to the letter. Consider whether to qualify the undertaking if, for example, you do not know where one of your housemates is.

- 
1. [The claimant, together with [3] other people, is] [The claimants are] the assured shorthold tenant[s] of the property known as [3 The Limes, Headingley,] and the defendant is the landlord. The joint tenancy agreement was dated [15 April 2009] and a copy is attached to this claim form.
  2. The claimant[s] [is] [are] making a landlord and tenant claim (CPR 56.1 (f)) and to comply with CPR PD Part 56 2.1 the claimant[s] [is] [are] using the Part 8 Procedure.
  3. The Part 8 procedure applies to this claim.
  4. The [claimant and [his][her] co-tenants][claimants] paid the defendant a deposit of [£400] on [12 April 2009]. [A copy of the cheque is attached to this claim] [a copy of [other evidence] is attached to this claim.]
  5. Under s213(5) of the Housing Act 2004 a landlord who has received a deposit must give the tenant information relating to the scheme applying to the deposit
  6. The defendant has not confirmed to [the claimant or any of [his][her] co-tenants] [the claimants or any of them] that [the claimant’s] [the claimants’] deposit is protected.
  7. [The claimant applies][The claimants apply] under s214 Housing Act 2004 for an order that the defendant pays the deposit into the custodial scheme and for an order that the defendant pay the claimant[s] a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.
  8. The claimant is therefore claiming an award of £[1200] being an amount equivalent to 3 times the deposit of £[400] as well as an order requiring the defendant to protect the deposit in the custodial scheme.
  9. [The claimant undertakes to the court to distribute an equal share of any compensation and interest ordered by the court to [him][her]self and each of the co-tenants within 14 days of receiving payment.]
  10. This claim is being made under s214 of the Housing Act 2004.
  11. The claimant[s] also claim[s] interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2009] to [7 August 200[ ] of £[42.50] and also interest at the same rate up to the date of judgment or earlier payment at a daily rate of £[0.35]. [The claimant[s] also claim[s] costs.]

### ***Joint Tenant – Still In Occupation – Landlord Says The Deposit Has Been Protected, But The Scheme Administrator Has Not Confirmed It Has***

You will need to substitute the words in square brackets with the information relevant to your own tenancy

See section 4 for how to calculate interest. See section 6 on whether you will have to pay fixed court fees and whether you can claim them back.

Options are given depending on whether you are taking proceedings on your own, or whether several of you are taking proceedings. If you are all taking proceedings, simply refer to yourselves as “the claimants”. If only one or some of you are claiming, you will need to use the option that refers to you as the claimant, and refers separately to your co-tenants. Note that if claiming on your own account you undertake to the court to share out any compensation with your co-tenants. Breach of such an undertaking is an extremely serious matter, and you should only give this undertaking if you intend to comply with it to the letter. Consider whether to qualify the undertaking if, for example, you do not know where one of your housemates is.

- 
1. [The claimant, together with [3] other people, is] [The claimants are] the assured shorthold tenant[s] of the property known as [3 The Limes, Headingley,] and the defendant is the landlord. The joint tenancy agreement was dated [15 April 2009] and a copy is attached to this claim form.
  2. The claimant[s] [is] [are] making a landlord and tenant claim (CPR 56.1 (f)) and to comply with CPR PD Part 56 2.1 the claimant[s] [is] [are] using the Part 8 Procedure.
  3. The Part 8 procedure applies to this claim.
  4. The [claimant and [his][her] co-tenants][claimants] paid the defendant a deposit of [£400] on [12 April 2009]. [A copy of the cheque is attached to this claim] [a copy of [other evidence] is attached to this claim.]
  5. Under s213(5)(a) of the Housing Act 2004 a landlord who has received a deposit must give the tenant information relating to the scheme applying to the deposit.
  6. The defendant has told the claimant[s] that the [claimant’s] [claimants’] deposit is protected, but the [claimant has] [claimants have] been unable to obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme. A copy of the scheme administrator’s letter dated [1 July 2009] is attached to this claim form.
  7. [The claimant applies][The claimants apply] under s214 Housing Act 2004 for an order that the defendant pays the deposit into the custodial scheme and for an order that the defendant pay the claimant[s] a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.
  8. The claimant is therefore claiming an award of £[1200] being an amount equivalent to 3 times the deposit of £[400] and seeks an order requiring the defendant to protect the deposit in the custodial scheme.
  9. [The claimant undertakes to the court to distribute an equal share of any compensation and interest ordered by the court to [him][her]self and each of the co-tenants within 14 days of receiving payment.]
  10. This claim is being made under s214 of the Housing Act 2004.
  11. The claimant[s] also claim[s] interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2009] to [7 August 200[ ]] of £[42.50] and also interest at the same rate up to the date of judgment or earlier payment at a daily rate of £[0.35]. [The claimant[s] also claim[s] fixed costs.]

### ***Joint Tenant– Still In Occupation – Landlord Has Not Complied With Deposit Protection Scheme Initial Requirements***

The examples given in this version refer to the custodial scheme rules. See Jargon Buster for the web-site addresses of the different scheme administrators.

You will need to substitute the words in square brackets with the information relevant to your own tenancy

See section 4 for how to calculate interest. See section 6 on whether you will have to pay fixed court fees and whether you can claim them back.

Options are given depending on whether you are taking proceedings on your own, or whether several of you are taking proceedings. If you are all taking proceedings, simply refer to yourselves as “the claimants”. If only one or some of you are claiming, you will need to use the option that refers to you as the claimant, and refers separately to your co-tenants. Note that if claiming on your own account you undertake to the court to share out any compensation with your co-tenants. Breach of such an undertaking is an extremely serious matter, and you should only give this undertaking if you intend to comply with it to the letter. Consider whether to qualify the undertaking if, for example, you do not know where one of your housemates is.

---

1.[The claimant, together with [3] other people, is] [The claimants are] the assured shorthold tenant[s] of the property known as [3 The Limes, Headingley,] and the defendant is the landlord. The joint tenancy agreement was dated [15 April 2007] and a copy is attached to this claim form.

2. The claimant[s] [is] [are] making a landlord and tenant claim (CPR 56.1 (f)) and to comply with CPR PD Part 56 2.1 the claimant[s] [is] [are] using the Part 8 Procedure.

3. The Part 8 procedure applies to this claim.

4. The [claimant and [his][her] co-tenants][claimants] paid the defendant a deposit of [£400] on [12 April 2009]. [A copy of the cheque is attached to this claim] [a copy of [other evidence] is attached to this claim.]

5. The defendant has told the claimant[s] that the [claimant’s] [claimants’] deposit is protected in the scheme operated by [The Deposit Protection Service][The Dispute Service Limited][MyDeposits]. A copy of the scheme’s initial requirements is attached to this claim form, and the [claimant believes] [claimants believe] that the defendant has not complied with the scheme’s initial requirements, in the following respects:

[Rule 5a – The defendant has only registered £300 of the deposit, and this contravenes the requirement for all information provided by landlords at the time of registration to be up to date and factually correct, to the best of their knowledge]

[Rule 9a – The defendant did not submit the deposit until 28 days after it was received, which contravenes the requirement to ensure that deposits are submitted for protection within 14 calendar days of receipt]

[Rule 9 – The defendant’s deposit submission form was illegible and incomplete and was rejected by the scheme administrator. A copy of the scheme administrator’s letter dated [1 July 2008] confirming this is attached]

[Rule 9 – The defendant submitted a cheque (which was not the claimant’s cheque) which was returned unpaid, and the defendant has not paid the scheme administrator’s levy on the bounced cheque]



6. The [claimant applies] [claimants apply] under s214 Housing Act 2004 for an order that the defendant pays the deposit into the custodial scheme and for an order that the defendant pay the claimant[s] a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.
7. The claimant is therefore claiming an award of £[1200] being an amount equivalent to 3 times the deposit of £[400] in addition to applying for the deposit to be protected in the custodial scheme.
8. This claim is being made under s214 of the Housing Act 2004.
9. The claimant[s] also claim[s] interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2007] to [7 August 2008] of £[42.50] and also interest at the same rate up to the date of judgment or earlier payment at a daily rate of £[0.35]. [The claimant[s] also claim[s] fixed costs.]

## VERSION 9 PARTICULARS OF CLAIM

### ***Single Tenant – Tenancy Expired - No Prescribed Information***

Use version 1, but make the following changes:

Para 1 – The claimant is the former assured shorthold ....

Para 2 - The claimant paid the defendant a deposit of [£400] on [12 April 2007]. [The landlord has not repaid [all] [part of] the deposit has not been refunded and the claimant is not aware of any reason why the defendant should be able to keep the deposit.]

Para 4 - The claimant applies under s214 Housing Act 2004 for an order that the defendant repays the deposit to the claimant and for an order that the defendant pay the claimant a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.

## VERSION 10 PARTICULARS OF CLAIM

### ***Single Tenant – Tenancy Expired - Landlord Has Not Said Deposit Is Protected***

Use version 2, but make the following changes:

Para 1 – The claimant is the former assured shorthold ....

Para 4 - The claimant applies under s214 Housing Act 2004 for an order that the defendant repays the deposit to the claimant and for an order that the defendant pay the claimant a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.

## VERSION 11 PARTICULARS OF CLAIM

### ***Single Tenant – Tenancy Expired – Landlord Says The Deposit Has Been Protected, But The Scheme Administrator Has Not Confirmed It Has***

Use version 3, but make the following changes:

Para 1 – The claimant is the former assured shorthold ....

Para 4 - The claimant applies under s214 Housing Act 2004 for an order that the defendant repays the deposit to the claimant and for an order that the defendant pay the claimant a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.

## VERSION 12 PARTICULARS OF CLAIM

### ***Single Tenant – Tenancy Expired – Landlord Has Not Complied With Deposit Protection Scheme Initial Requirements***

Use version 4, but make the following changes:

Para 1 – The claimant is the former assured shorthold ....

Para 4 - The claimant applies under s214 Housing Act 2004 for an order that the defendant repays the deposit to the claimant and for an order that the defendant pay the claimant a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.

## VERSION 13 PARTICULARS OF CLAIM

### ***Joint Tenant – Tenancy Expired - No Prescribed Information***

Use version 5, but make the following changes:

Para 1 - [The claimant, together with [3] other people, is] [The claimants are] the former assured shorthold tenant[s] .....

Para 4 - [The claimant applies][The claimants apply] under s214 Housing Act 2004 for an order that the defendant repays the deposit to the claimant[s] and for an order that the defendant pay the claimant[s] a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.

Para 5 – Delete if you are no longer in touch with your house-mates. This does not mean you do not have to try and pay them their share of the deposit – it simply means that you do not guarantee to the court that is what you will do. You will still have an obligation to pay your former house-mates if you can find them, and you remain liable to pay them for a number of years after the event if they come to you and ask for their share. But don't make promises to the court that you may not be able to keep.

## VERSION 14 PARTICULARS OF CLAIM

### ***Joint Tenant – Tenancy Expired - Landlord Has Not Said Deposit Is Protected***

Use version 6, but make the following changes:

Para 1 - [The claimant, together with [3] other people, is] [The claimants are] the former assured shorthold tenant[s] .....

Para 4 - [The claimant applies][The claimants apply] under s214 Housing Act 2004 for an order that the defendant repays the deposit to the claimant[s] and for an order that the defendant pay the claimant[s] a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.

Para 5 – Delete if you are no longer in touch with your house-mates. This does not mean you do not have to try and pay them their share of the deposit – it simply means that you do not guarantee to the court that is what you will do. You will still have an obligation to pay

## VERSION 15 PARTICULARS OF CLAIM

### ***Joint Tenant – Tenancy Expired – Landlord Says The Deposit Has Been Protected, But The Scheme Administrator Has Not Confirmed It Has***

Use version 7, but make the following changes:

Para 1 - [The claimant, together with [3] other people, is] [The claimants are] the former assured shorthold tenant[s] .....

Para 4 - [The claimant applies][The claimants apply] under s214 Housing Act 2004 for an order that the defendant repays the deposit to the claimant[s] and for an order that the defendant pay the claimant[s] a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.

Para 5 – Delete if you are no longer in touch with your house-mates. This does not mean you do not have to try and pay them their share of the deposit – it simply means that you do not guarantee to the court that is what you will do. You will still have an obligation to pay

## VERSION 16 PARTICULARS OF CLAIM

### ***Joint Tenant– Tenancy Expired – Landlord Has Not Complied With Deposit Protection Scheme Initial Requirements***

Use version 8, but make the following changes:

Para 1 - [The claimant, together with [3] other people, is] [The claimants are] the former assured shorthold tenant[s] .....

Para 4 - [The claimant applies][The claimants apply] under s214 Housing Act 2004 for an order that the defendant repays the deposit to the claimant[s] and for an order that the defendant pay the claimant[s] a sum of money equal to three times the amount of the deposit within 14 days from the date of the order.

Para 5 – Delete if you are no longer in touch with your house-mates. This does not mean you do not have to try and pay them their share of the deposit – it simply means that you do not guarantee to the court that is what you will do. You will still have an obligation to pay

## TENANCY DEPOSIT CLAIMS

### ***15 Courts Service Explanatory Leaflets***

All leaflets can be downloaded from [www.hmcourts-service.gov.uk/courtfinder](http://www.hmcourts-service.gov.uk/courtfinder)

<b>EX50</b>	County Court fees
<b>EX160</b>	Application form for fee remission
<b>EX160A</b>	Do you have to pay court fees?
<b>EX301</b>	Making a claim – some questions to ask yourself
<b>EX302</b>	How to make a claim
<b>EX303</b>	What the landlord or agent should do on receiving your claim
<b>EX304</b>	No reply to your claim form – what you should do
<b>EX306</b>	What to do if the defendant disputes all or part of your claim
<b>EX307</b>	The small claims track of the county court
<b>EX309</b>	The defendant admits my claim and I claim a fixed amount