



## DEPOSIT CLAIM FORM AND NOTES

### Notes for Landlord:

Once you have completed the move-out inventory and agreed it with the tenants please print off, complete and forward to the tenant and ourselves the following form, demanding settlement, by email or recorded post. **WE MUST ALSO BE COPIED IN ON THE DEMAND BY EMAIL.** Please keep a copy for your records.

**PLEASE NOTE THAT THE AMOUNT CLAIMED ON THIS FORM CAN ONLY AMOUNT TO A SUM NOT EXCEEDING THE DEPOSIT INITIALLY SUPPLIED. IF FURTHER FUNDS ARE OWED BY THE TENANT YOU MUST INVOICE THEM SEPERATLY. RENTAL DEPOSITS LIABILITY IS LIMITED TO THE DEPOSIT AMOUNT AS SUPPLIED AT COMMENCEMENT OF TENANCY.**

Should a claim for the **deposit** arise: (These are the Codes of Practice that are identified by the Government Scheme and Laws relating to the deposit as of 6<sup>th</sup> April 2007)

- 1) You must notify the tenant (and us) by email of any monies owed within 7 days from the date you become aware of the tenancy terminating by using the notice form below. It shall itemise the amounts claimed. The tenant is contracted to pay you within 14 days of notice from his own funds for the amount agreed between yourselves. **Please note that Rental Deposits will also contact the tenants to ensure that prompt payment is made, to avoid any delays or loss of the Deposit by us. We will be acting on your behalf to ensure payment is made.**
- 2) If full or part liability is agreed by the tenant but payment for the liability admitted not received from the tenant by yourself within 14 days of serving notice, please notify us with the tenants written acceptance of liability. The deposit will then be released from the Escrow Account in the Government Registered Scheme and forwarded to yourself within 3 days from us receiving the tenants acceptance of liability from you by bacs transfer.
- 3) If liability or the amount claimed is disputed, with reference to the unpaid amount in accordance with section 2 above, you must notify us by email within 24 days (7 days to give notice to tenant and 14 days for tenant to settle, 3 days to notify us) from termination of contract. The matter will then be passed to an independent impartial adjudicator appointed by the Government Registered Service in accordance with the deposit laws introduced in April 2007, to which we subscribe will resolve the issue as outlined by the Government Laws and Codes of Practice. The service is provided by the Government Regulating Body and is a free impartial and evidence based adjudication, you will need to supply them all supporting documents to your claim, the decision of which will be binding on both parties and payment will be made by the adjudicator from the Scheme to which the deposits monies are held on trust within 14 days. **If the tenant or his representative fails to respond or co-operate with the adjudicator within the 14 days, the decision will be held against that party and payment will automatically be made to you on the 14<sup>th</sup> day from the Deposit funds held in the Government Scheme.**
- 4) If the tenant ignores your correspondence and amount claimed in section 1, you must after 21 days but within 24 days forward to us by email the signed completed move out inventory. If the matter is clear, the inventory and any other evidence supplied demonstrates the monies are owed then the funds will be paid automatically within 3 days directly from the Government Scheme. If no inventory or supporting documents have been forwarded the claim will be closed.



# Rental Deposits

- a) the basis of settlement for items of physical loss or physical damage will be
  - i) For items beyond economic repair, the market value immediately prior to the loss
  - ii) For items deemed to be repairable, the cost thereof
  - iii) Non Payment of rent
  - iv) Non payment of utilities
  - v) Any other additional costs incurred due to breach of the Tenancy Agreement
- 5) The Deposit does not cover:
  - a) loss arising whether directly or indirectly from the insolvency, administration, voluntary arrangements with creditors, bankruptcy or receivership of;
    - i) the landlord
    - ii) the operators of the premises of the named location;
    - iii) any third party whose property may have become indistinguishable from the guaranteed property
  - b) loss or damage directly or indirectly caused by earthquake, storm or windstorm.
  - c) loss or damage caused by or resulting from;
    - (i) natural ageing, gradual deterioration, inherent defect, rust or oxidation, moth or vermin, warping or shrinkage
    - (ii) any process of manufacture, modification or repair
    - (iii) aridity, humidity, exposure to light, extremes of temperature
- 1) You cannot claim for the full cost of works that would be deemed to improve the property i.e.
  - a. Replacing a toaster costing £10 with one costing £50, the landlord must pay the £40 difference
  - b. Having a wall professionally wallpapered where previously it was painted with standard emulsion
  - c. Replacing cheap lino flooring with ceramic tile or hardwood flooring

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Please complete, print and forward by email the following 7 pages to the Tenant and Us.



# Rental Deposits

Mr.....  
.....  
.....  
.....

Date:.....

Dear.....

As discussed when your tenancy at..... ended on.....and the move out inventory was completed and agreed by yourselves, there was some outstanding rent/ damage (please circle) to be settled in accordance with the AST. I am therefore claiming the deposit to cover this. If the deposit amount does not cover the amount owed I will invoice you separately for the balance. Please find details of the deposit monies claimed below. You will need to make sure the details are correct, and state under my comments relating to the damage and amounts owed that you agree, and if not the amount that you do agree to along with reasons.

Please can you then arrange to make payment to me within 14 days from today to avoid you becoming liable to further charges from Rental Deposits. My account details are:

Bank.....Account Name.....

Account No.....Sort.....

A) i)-DEPOSIT PAID AT START OF TENANCY £.....

**ii)-AMOUNT CLAIMED TODAY £.....**

B) Total funds owed including deposit amount owed in S."Aii" above £.....  
(This amount minus the deposit owed in S.iii) above will be invoiced separately)

Please contact me if you would prefer to make payment by alternative means.

I look forward to receiving the amount claimed and owed (section a above). Should you have any further questions please do not hesitate to contact me as landlord.

Signed.....Name.....  
Landlord

**Please be aware that in accordance with the separate contract you have with Rental Deposits if these funds are not paid to myself within 14 days or we agree differently, further charges will be added by Rental Deposits and they may take legal action to recover this. Should you have any questions relating to this please contact Rental Deposits directly and they will advise on your best course of action. Please refer to your original application and terms of business for details.**



## Property/Tenant Details (please complete as fully as possible to speed this process up)

Property Address.....  
.....PostCode.....

**Tenant 1** Name..... **Tenants New/Guarantor Address (if Known)**.....  
.....Postcode.....

Email:..... Tel:.....

Work Email..... Work Tel.....

**Tenant 2** Name..... **Tenants New/Guarantor Address (if Known)**.....  
.....Postcode.....

Email:..... Tel:.....

Work Email..... Work Tel.....

**Tenant 3** Name..... **Tenants New/Guarantor Address (if Known)**.....  
.....Postcode.....

Email:..... Tel:.....

Work Email..... Work Tel.....

Please use separate paper if more tenants were in occupation

## Landlord Details:

Landlord Name.....

Address.....

.....Postcode.....

Email:..... Tel:.....

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# Rental Deposits

## *Outline of Deposit Monies Owed as Completed by Landlord*

Please find below a list of all items owed from the deposit. This includes the item, the age of item, the amount claimed and a description of the damage or rent owed as per the example below:

**Item Example for damage (if no damage is claimed leave this section blank and complete the section for non payment of rent or breach of tenancy below**

LAND-LORDS SECTION	Item	Living Room Sofa
	Value /Amount Claimed	£300
	Age	2 years
	Description	Back of Sofa and side arm burnt with cigarettes, and heavily stained with wine as per page 2 of the inventory. Receipt for replacement enc for £500. Value claimed is for replacement of sofa of same age and condition.
TENANTS SECTION	Accept	YES IN FULL      NO =    AMOUNT ACCEPTED £200.00
	Reason	The cigarette burns were there before see inventory

### Item 1

LAND-LORDS SECTION	Item	
	Value /Amount Claimed	
	Age	
	Description	
TENANTS SECTION	Accept	YES IN FULL      NO =    AMOUNT ACCEPTED £.....
	Reason	

### Item 2

LAND-LORDS SECTION	Item	
	Value /Amount Claimed	
	Age	
	Description	



# Rental Deposits

TENANTS SECTION	Accept	YES IN FULL      NO = AMOUNT ACCEPTED £.....
	Reason	

## Item 3

LAND- LORDS SECTION	Item	
	Value /Amount Claimed	
	Age	
	Description	
TENANTS SECTION	Accept	YES IN FULL      NO = AMOUNT ACCEPTED £.....
	Reason	

## Item 4

LAND- LORDS SECTION	Item	
	Value /Amount Claimed	
	Age	
	Description	
TENANTS SECTION	Accept	YES IN FULL      NO = AMOUNT ACCEPTED £.....
	Reason	

If further items need to be claimed for please use additional paper.

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## **Claim for Non Payment of Rent or Breach of Tenancy**

Tenancy Start Date..... Tenancy Duration.....months

Rent amount.....Date last rent was paid.....

Did the tenancy have a break clause? Yes No

If yes at how many months and what notice was required?.....

Did the tenant give correct notice? Yes No

Date notice was given? If none was given write NONE.....

Date Tenant vacated the property?.....

Period non payment of rent is claimed for From.....To.....

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## **SECTION 4**

### **Declaration By Landlord**

I confirm that all details on the claim form are correct and that the items listed constitute the full extent of monies owed subject to the deposit, and understand that making a fraudulent claim is a criminal offence and will invalidate this claim in full. Any monies owed above the deposit amount will be invoiced separately by myself.

**Signed Landlord**

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Name.....Signed.....

Date.....

Please forward this entire form pages 1-7 to the tenant and copy [claims@rental-deposits.com](mailto:claims@rental-deposits.com)



## **Declaration By Tenants and Reminder of your legal Position**

ALL Tenants named on original application form to complete the “Tenants Section” above under the amounts claimed by the landlord accepting or disputing the amounts and your reasons. Please then sign below and return to Landlord (please cc us in) along with payment within 14 days. **If any tenant fails to sign or complete their details, the claim form will be invalid and will be treated as if you have not returned the form and the penalties outlined below will apply.** If any part is disputed please make notes above on relevant sections, initial and return to landlord along with part payment.

PLEASE NOTE THAT IN ACCORDANCE WITH THE CONTRACT YOU AGREED TO WITH RENTAL DEPOSITS, WHEN WE ISSUED YOUR DEPOSIT, YOU ARE PERSONALLY LIABLE FOR THE PAYMENT OF ANY OUTSTANDING AMOUNTS OWED THAT YOU AGREE TO ABOVE. **FAILURE TO SETTLE THESE WITHIN 14 DAYS UNLESS AGREED TO THE CONTRARY WITH THE LANDLORD IN WRITING WILL RESULT IN US PAYING THE LANDLORD ON YOUR BEHALF, YOU WILL THEN BE LIABLE FOR THAT AMOUNT TO US. IN ADDITION TO THAT SUM THERE WILL ALSO BE THE FOLLOWING FEES AUTOMATICALLY ADDED TO YOUR DEBT TO US:**

- a) Payment of any monies for loss suffered to the Assisted Deposit
- b) **Fee of £425 for implementing the Counter Indemnity**
- c) **If payment is not made to us within 7 days of implementing the counter indemnity a further charge of £200 will also be applied**
- d) **Interest**
- e) Any other losses we incur in the recovery of outstanding monies though debt collection and court fees etc.
- f) **If the deposit has been used to set off against outstanding rent due during or at termination of tenancy, a penalty fee amounting to the rent set off will also be applied in addition to the amount owed as outlined above. If outstanding rent amounts to £500, and we have to pay this amount due to your breach you will owe this firm £500 for the payment plus £500 for the breach, in addition to the £425 counter indemnity.**

ANY AMOUNT YOU DO NOT AGREE TO MAY BE TAKEN TO THE COURTS FOR INDEPENDANT ADJUDICATION, WHERE YOU WILL BE ASKED TO SUPPLY EVIDENCE TO SUPPORT YOUR REASONS. PLEASE NOTE THAT IF THE DECISION IS MADE AGAINST YOU, WE WILL PAY THE LANDLORD THE AMOUNTS CLAIMED FROM THE DEPOSIT AND YOU WILL BE LIABLE TO US FOR THE DEBT PLUS THE ABOVE FEES AND A **FURTHER FEE OF £300.** THEREFORE YOU MUST BE VERY CONFIDENT THAT YOU CAN DEMONSTRATE AND PROVE WITH WRITTEN EVIDENCE THE REASON WHY YOU DISPUTE A CLAIM, OTHERWISE YOU WILL BE SUBJECT TO LARGE PENALTY FEES TO A MINIMUM AMOUNT OF £725 PLUS THE AMOUNT CLAIMED BY THE LANDLORD..

**Failure to complete the below section in FULL will invalidate your form and the additional fees will apply.**

Lead Tenant Name.....

New Address.....

.....Postcode.....

2<sup>nd</sup> Tenants Name.....

New Address.....

.....Postcode.....





# Rental Deposits

3rd Tenants Name.....

New Address.....

.....Postcode.....

4<sup>th</sup> Tenants Name.....

New Address.....

.....Postcode.....

**Have you agreed in writing with the landlord for an extension on the 14 day time limit to pay?:**

**YES            NO**

Attach this agreement to this form. And put the dates and information you have agreed with the landlord below. **This agreement needs to be in place before the 14 day deadline return of this form.**

.....  
.....

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I / We hereby state that the information I have provided above is correct, and that failure to pay the landlord for the amount claimed that I accept as correct within 14 days will result in further fees be added to my debt. I also acknowledge that i have the right to dispute the amount, but accept that if the adjudicator rules against me **I will be liable for the full amount plus the fees listed above.**

Please cross out either (a) or (b) below and input the amount you agree to pay:

- a) I / We hereby agree to the amount claimed totalling £.....and this will be  
bacs to the landlords account within the 14 day deadline or per the payment agreement.
- b) I /We do not agree to the total claimed above by the landlord, and only agree to  
£..... I fully accept and understand that this gives the landlord the right to  
proceed with legal action and that should I lose my dispute **I will be liable for the penalty  
charges outlined** above (and my terms of business) in addition to the amount originally  
claimed.

Signed Tenant 1.....Date.....

Signed Tenant 2.....Date.....

Signed Tenant 3.....Date.....

Signed Tenant 4.....Date.....

Please return the completed pages 1-7 to the landlord and copy [claims@rental-deposits.com](mailto:claims@rental-deposits.com) in.

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