

# Guidance notes for completion of forms TDS2 and TDS6



You must read these Guidance Notes carefully before completing your Notification of deposit dispute form (TDS2) or Response to dispute form (TDS 6). You will find further useful information on our website.

When filling in either TDS2 or TDS 6 form by hand, please use **BLACK INK** and write in **BLOCK CAPITALS**. The forms can also be completed electronically on a computer using Acrobat Reader software.

## Section 1 Details of tenancy and parties to dispute

- 1.1 If you complete TDS2 online, you will be allocated a case number automatically; for postal applications, this will be allocated by TDS when TDS2 is received and processed. Please refer to our website for further information about online submissions. If you are completing TDS6, the case number will be provided in correspondence.
- 1.2 If you have the Certificate of Registration for the deposit, you will find the Unique Identifier Code on it. Please complete if the information is available.
- 1.3 Membership Number: members of TDS were allocated this number on joining our Scheme. The number starts **G**.
- 1.4 Please provide the address of the property subject to dispute. Use one box for each letter.
- 1.5 Tick relevant box
- 1.6 This may be the date on the Tenancy Agreement or a date agreed between the parties. Please provide any known information about the type of tenancy.
- 1.7 **Tenant(s):** You need to provide us with an address where we can send information and any deposit award. Use one box for each letter. **If you do not wish your current address to be shown to the other parties to the dispute, you must let us know. If you change address while we are dealing with the dispute, you must let us know immediately.** If you are an agent or landlord, please provide known details for the tenant(s).
- 1.8 Provide all known details for the tenants named on the Tenancy Agreement. If there is insufficient space, please use an additional sheet of paper. TDS will normally pay any awards to the tenants named on the Tenancy Agreement. If the tenants agree to the deposit being divided in a different way, you need to provide written confirmation, signed by all. Please complete the Annexe at the end of TDS2 or TDS6 with your payment details.
- 1.9 **Landlord(s):** You need to provide us with an address where we can send information and any award we make to you from the deposit. Use one box for each letter. **If you do not wish your current address to be shown to the other parties to the dispute, you must let us know. If you change address while we are dealing with the dispute, you must let us know immediately.** If you are an agent or tenant, please provide known details for the landlord(s).
- 1.10 Provide all known details for the landlords named on the Tenancy Agreement. If there is insufficient space, please use an additional sheet of paper. TDS will normally pay any awards to the landlords named on the Tenancy Agreement. If the landlords agree to the deposit being divided in a different way, you need to provide written confirmation, signed by all. Please complete the Annexe at the end of TDS2 or TDS6 with your payment details.
- 1.11 Provide details of the member of staff dealing with the dispute.

## Section 2 Details of dispute (TDS2 only)

**This section is for TDS 2 only and deals with the part of the deposit that remains in dispute between the parties. Any undisputed sums should already have been returned to the tenant(s) or distributed in accordance with any agreement reached between the parties.**

- 2.1 This should be taken from the Tenancy Agreement. If any other arrangements have been reached to alter the deposit shown on the Tenancy Agreement, please provide documentary evidence.
- 2.2 The landlord's claim may exceed the deposit and the full amount of the claim should be provided. However, it is not possible for TDS to award more than the deposit. The deposit holder should submit the sum in dispute to TDS (up to the value of the deposit) without delay.
- 2.3 Provide a breakdown of the disputed amount by category, including in "other" details of any claim not specified above.
- 2.4 Any undisputed part of the deposit should be paid in accordance with the agreement between the parties within 10 days of agreement being reached. **Agents** should not make deductions for items such as rent arrears or check out fees without the express agreement of both parties even if allowed for by the Tenancy Agreement. You should be able to demonstrate that agreement. It will help our understanding of the dispute if the agents provide a Deposit Reconciliation Statement showing deductions already made as agreed between the parties.
- 2.5 You must provide a summary of the matters in dispute. We will not put together the details of a claim from attached paperwork. Use additional paper if necessary.
- 2.6 The TDS scheme is a 'last resort', for disputes that the parties are unable to settle among themselves. The ICE will expect to see evidence of the steps that have been taken to resolve the dispute before it is sent to us. Failure to do so may result in the application being returned and the adjudication delayed.

## Section 3 Documents

**The ICE will make his decision on the basis of the evidence presented by the parties. You must provide TDS with the documentation you wish the ICE to consider. Other than in exceptional circumstances, we shall not contact the parties for additional information. Please take note of the following:**

- The tenancy agreement for the tenancy in dispute **MUST** be provided. If you are unable to do so, you must tell us why;
- For agents only, the Prescribed Information **MUST** be provided if contained in a separate document;
- If there were previous tenancies with the same tenants at the same property, provide copies of previous agreements, or a starting date for the original tenancy;
- Copy documentation must be legible. If we cannot read it, the adjudication will be delayed;
- Any papers marked 'without prejudice' will be disregarded unless a written waiver has been provided;

- The value of photographic evidence will be higher if the photos are electronically date stamped, signed and they are clearly annotated so as to link them with other documentary evidence such as the check in and check out reports. Where possible you should indicate the scale of any defect shown (for example by providing a reference point to show the size of a carpet stain or mark to worktop) and its location;
- If you wish to submit video or DVD evidence, please read our further guidance at <https://www2.thedisputeservice.co.uk/TDS-D3.pdf>
- When obtaining quotes or estimates, it is helpful if contractors can provide as much detail as possible of the work (to be) undertaken;
- Claims for rent arrears should be supported by a rent statement showing each rent payment received during the tenancy and any amounts outstanding with the relevant period of arrears shown. The value of such statements will be higher if they have clearly been completed throughout the tenancy.
- We shall not enter into correspondence with parties about details of the case while we are dealing with the dispute; be aware that questions contained in any documentation you send us will not be answered directly.

## Section 4 Submission of the disputed deposit

**Unless TDS2 is being submitted by the tenant, this section must be completed.**

The party holding the disputed deposit **MUST** send it to TDS with the dispute paperwork or at the earliest possible opportunity. You must ensure that the correct amount is sent which matches the amount being claimed. Do not deduct any sums from the deposit unless there is agreement between the parties, and you are able to demonstrate that agreement, even if such deductions are allowed for in the Tenancy Agreement.

You can make payment either by cheque or BACS:

### **Paying by cheque**

Please make your cheque payable to  
**The Dispute Service Ltd** and send it to:  
 The Dispute Service Ltd  
 PO Box 1255  
 Hemel Hemstead  
 HP1 9GN

**OR**

### **Paying by BACS**

Our bank details are:

*Bank:* Natwest  
*Account name:* The Dispute Service Ltd  
*Sort Code:* 60-01-15  
*Account Number:* 44511515

- *Please use the TDS case number as your bank reference. This will help allocate your payment on arrival in our bank account.*
- *You can also send us a remittance advice via email to: [accounts@tds.gb.com](mailto:accounts@tds.gb.com)*

## Section 5 Granting authority for the ICE to consider your dispute

*Please note  
 Notes for Granting  
 authority apply to  
 Section 4 on Form  
 TDS6*

**You MUST sign TDS2 or TDS6 in order for the Independent Case Examiner to consider your dispute.**

If the form is not signed, it will be returned to you and the adjudication will be delayed. Please read the information clearly. It is not possible to 'opt out' of any statements you do not accept.

Where there are joint tenants or landlords, it is not necessary for all parties to sign.

- TDS will make payments by bank transfer where possible. You need to provide your bank details. These will not be shared with other parties to the dispute.
- If you wish to be paid by cheque, please tick the relevant box.
- If you wish payment to be made to another party, (eg. a guarantor), please provide their details.
- You need to provide a copy of your marriage certificate if your name is not the same as shown on the tenancy agreement.

If you are completing the documentation on behalf of a deceased tenant or landlord, please provide a copy of the Death Certificate and Grant of Probate or Letters of Administration.

## General approach of the ICE when deciding allocation of disputed deposit

**In addition to the detailed guidance set out above, you should be aware of the general approach taken by the Independent Case Examiner (ICE) when deciding how the *disputed* deposit should be allocated at the end of the tenancy.**

**This is an independent review and adjudication process.** The role of the ICE is to review the evidence submitted and determine how the amount in dispute should be allocated between the parties.

**The ICE is unable to consider any dispute which has been dealt with by a court.** Where one of the parties says that (s)he intends to take the matter to court, and the disputed deposit has been sent to TDS, we shall continue to hold the deposit until we receive express instructions from the court. If you are taking the dispute to court, you should ensure that a clear instruction for payment is given to TDS.

**The ICE will assume that the parties have stopped negotiating about the dispute when it is submitted to TDS.** If negotiations continue and part or all of the dispute is resolved, you should tell us as soon as possible. If we do not hear from you our awards will reflect what we have been told.

**A copy of the *Notification of Dispute* form (TDS2) will be sent to the other parties and they will be invited to respond.** We will not normally send copies of any other documentation submitted by the party bringing the dispute to the other parties.

**The review process is not investigative and the ICE will not normally go looking for evidence.** We will only ask for additional documents or information if we consider they are critical and have been withheld. The party bringing the dispute must provide evidence to support their allegations. The party responding to the dispute should also provide evidence to support their position. The parties should bear in mind that the deposit belongs to the tenant unless a valid claim can be established by the landlord or the agent.

**You should send the documentation you need the ICE to see when requested.** Material which is received too late will be returned to you and will not be taken into account. No material can be considered after the case is passed to an adjudicator.

**The party against whom the dispute is brought is invited to respond.** If they fail to do so, the ICE may take this into account in his adjudication; and may award the disputed amount to the party bringing the dispute by default.

**The ICE can only make an award in respect of sums claimed by a landlord against a deposit paid by a tenant.** If the tenant has a counter-claim against his/her landlord, (s)he must pursue it with the landlord directly and seek independent legal advice should this be necessary. The ICE is unable to take account of such issues when deciding how the disputed deposit should be allocated.

**The ICE is only able to award up to the amount of the deposit.** If the amount claimed is in excess of the deposit the ICE will treat the claims in the order set out in the tenancy agreement, where this has been specified. He will indicate where he believes an award would be appropriate; and if so, how much, up to the extent of the deposit. If the landlord wishes to pursue the tenant(s) for additional sums, s/he will need to seek further advice.

**If the amount submitted by the deposit holder is less than the sum in dispute** the ICE will instruct the tenant's award to be paid in full. If there is any shortfall in the payment to the landlord, s/he will have to take that up with the agent.

**If the amount submitted by the deposit holder is more than the sum in dispute** the ICE will assume that the balance is not in dispute and return it to the tenant(s).

**The ICE is not obliged to accept the costs claimed or incurred by the landlord.** Any awards the ICE makes are based on what he considers to be the reasonable cost of making good. In determining the amount, the ICE has regard to publicly available sources of information such as high street stores, and services and products available on the internet.

**Any awards made will take account of the age and quality of the item and the length of the tenancy.** An award, if appropriate, is made to compensate a landlord for the loss in value of an item where the loss in value is caused by the tenant during the tenancy. Landlords should not expect to receive full replacement value. Account will be taken of the age and quality of the item at the start of the tenancy and fair wear and tear during the course of the tenancy.