

CARDENS

**ESSENTIAL
LANDLORD
INFORMATION**

INTRODUCTION

Established as Independent Letting and Estate Agents in November 1991 by Director Jon Carden. Cardens Residential have grown into one of Exeter's leading Letting and Property Management specialists through high standards of care, and carefully chosen staff who are given extensive professional training, together with prominent City Centre offices.

Our extensive experience has given us a broad knowledge of our market place and a wide network of contacts, ensuring that our advice is tailor made to suit your requirements, maximising the rental income but ensuring the right tenant is found for your property.

Our properties range from Stylish studio, one and two bedroom apartments through to Executive homes, all ideal for working professionals; we also offer a full range of Student Properties, through our sister company Students@cardens. We pride ourselves on our friendly, helpful and professional approach, offering an efficient and quality service to both Landlords and Tenants.

The Cardens team has over thirty five years of Letting experience in the area and as members of NAEA (National Association of Estate Agents), and O-E-A (Ombudsman Scheme For Estate Agents), high standards of professionalism have to be met. We adhere to strict codes of practice and carry professional indemnity insurance and all clients are protected by a client's money protection scheme.

The following provides a brief outline of the services we can offer you, but as always, our business is about people, and we therefore fully recognise that our clients will be our judge and jury; it is this philosophy that shapes and drives our commitment to you.

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PROPERTY INVESTMENT SERVICE

Property, just like any other major investment, can prove to be a risky business and therefore it is essential that the right research be undertaken prior to purchase. This may include utilising our unique service, ideal for Buy To Let clients.

An in-depth knowledge of the local market, choosing the “right” property, skilful negotiation and careful pre-letting management, have been proven to be the qualities required in making a successful investment. With this service clients are able to fully utilize our experience, ensuring their investment not only maximises capital appreciation and rental income, but also giving them access to the best possible guidance on solicitors, finance arrangements, insurance, structural surveys, refurbishment specialists, interiors, and, naturally, letting and management.

Our client’s properties are then continually assessed and throughout our relationship we will keep you advised of relevant changes to legislation, how your property is performing and when the time is right to improve or upgrade.

Our service: -

Initial Consultation

- Meeting to appraise your needs, either in our offices or your own home
- Discussion on the local property market, particularly in relation to your purchase guidelines
- Agreeing your requirements

Market Report and Recommendations

- Detailed market report, including collating information on suitable properties
- Viewing of suitable properties and assessment of their suitability
- Specific purchase, survey, refurbishment and furnishing recommendations

Purchase

- Negotiation of purchase on your behalf with vendor or their agent
- Recommendation of professional advisers and liaising with them to ensure a smooth purchase
- Post completion property inspection

Fees

| | |
|--|---|
| Initial Consultation (Up to 1 Hour) | FREE |
| Market Report and recommendations | £200.00 (Refundable if we are involved in purchase) |
| Purchase | 1% of purchase price |

All fees are subject to VAT

RESIDENTIAL LETTING SERVICE

We consider this service most suitable for the experienced landlord who would benefit from our specialist advice on the ever-changing rental market. The service includes all aspects of the letting process, handing over to the landlord thereafter.

Initial Consultation

A Senior Letting Consultant or Director will attend a pre-arranged meeting at your property to:-

- Discuss your requirements
- Advise you on the current rental market
- Provide an appraisal of your property's presentation
- Discuss & agree the type of tenant best suited for your property & situation
- Discuss and agree upon any improvements or repairs required to maximise rental income
- Ensure that you have full details of fire, furnishing, gas and electrical regulations
- Ensure you have details relating to the Tenancy Deposit Protection Scheme
- Agree upon our marketing strategy

Marketing

- Immediate listing on our website, www.cardensestateagents.co.uk, www.primelocation.com and www.propertyfinder.com amongst others
- Circulating particulars to all major businesses, relocation companies and prospective tenants on our extensive database
- Extensive local advertising with colour photographs
- High visibility Signboards
- Our excellent contacts ensure your property is given high priority in local press editorial features
- Ongoing organisation and supervision of property preparation for letting
- Accompanied viewings
- Identification and interviewing of prospective tenants to establish their suitability

Tenancy Set up

- Negotiation of all tenancy details on your behalf
- Obtaining in depth references; verifying all details of employment, and thorough credit checks revealing any financial problems or past difficulties
- Preparation of Assured Shorthold Tenancy Agreement
- Collection and forwarding of the tenants deposit, in accordance with the Tenancy Deposit Scheme.
- Assisting with arrangements for the annual gas safety check and ensuring that a current Gas Safety Certificate is left in the property

- Assisting with arrangements for Electrical Safety Check if required
- Collection of first months rent & organising standing order mandate for subsequent rental payments
- Handing over keys and instructions to tenant
- Transfer of utility accounts upon tenant moving in
- Detailed statement of account with first months rental payment
- Priority re-marketing of your property upon receipt of your instructions if the tenant does not extend the tenancy

Preparation of Inventory & Schedule of Condition for the property including photographic evidence can be provided at an additional cost

Fees

| | |
|--|---|
| Tenant Find Fee | 60% of the first months rent (subject to minimum fee of £350.00) |
| Inventory and Schedule of Condition | £70.00 |
| Check out & Inventory Revision | £100.00 |
| Renewal of Tenancy Agreement | £50.00 |

All Fees are subject to VAT

Please note that we will not permit a tenancy to commence until we have received a copy of a current Gas Safety Certificate (where applicable) and your mortgagee's consent to let (where applicable)

RESIDENTIAL MANAGEMENT SERVICE

Our Specialist Management Service focuses on maximising income yield and capital appreciation from your property by concentrating on marketing, presentation, and efficient, cost effective management.

With this service we offer all aspects of our Residential Letting Service, and in addition: -

- Preliminary discussion with a Letting Consultant or Director about your property in relation to the current market
- Detailed advice on property presentation
- Agreeing an individual marketing strategy
- Arranging any cleaning, gardening or other maintenance essential for each letting: liaising with our letting team over preparations for your tenant moving in
- Organisation of Annual Gas Safety and Electrical Safety Checks, if required
- Mandatory preparation of Inventory & Schedule of Condition for the property
- Collection and holding of the tenants deposit, in accordance with the Tenancy Deposit Scheme.
- Monthly account statement and remittance of rent, net of our fees and of other outgoings
- Payment from your rental account during the tenancy of regular outgoings which remain the landlord's responsibility
- 24 hour emergency maintenance call out for your tenant
- Organisation and supervision of running repairs, subject to an agreed expenditure limit
- Thorough property inspections with individual written reports and photographs if appropriate.
- Organisation of insurance, as and when required, and liaising with insurers over claims
- Annual Rent review
- Overseeing renewal or termination of the tenancy, issuing the relevant legal notices and remarketing property when appropriate
- Final inventory check, supervision of cleaning and repairs and refund of tenants deposit after administering and over-seeing any cleaning, gardening, repairs and deductions for dilapidations etc, in accordance with the Tenancy Deposit Protection Scheme.

Fees

| | |
|--|---------------------------|
| Set Up Cost for Residential Letting Service Including Tenancy Agreement | £100.00 |
| Mandatory Inventory & Schedule of Condition | £70.00 |
| Full Managed Service | 12% of the rent collected |
| Renewal of Tenancy Agreement | £50.00 |

All Fees are subject to VAT

STUDENT LETTING SERVICE

With the introduction of more and more newly built university accommodation, all of which is high specification with en-suite facilities, landlords have started to realise that there is now an ever increasing demand for top quality student accommodation for second, third year and post graduate students. Our Student Letting Service is aimed at the experienced landlord who is able to demonstrate that they are able to handle queries, questions and problems and carry out their own property management.

Due to the pressures on the market, students will traditionally begin house hunting in January for the following Academic Year. It is quite normal to find that by the middle of February most have found their accommodation: one can clearly see, therefore, how short a window there is for marketing and how important the advice of a good experienced Agent can turn out to be.

Initial Consultation

- Once Cardens have been instructed to let your property, we will carry out a thorough inspection, requesting a copy of the HMO License (if applicable) or making recommendations for the property's compliance.

Marketing

- The property is posted on our interactive website with photographs and on www.accommodationforstudents.com
- Letting particulars are drawn up
- Our Accommodation List is circulated to students
- Extensive Advertisements are regularly placed in appropriate publications

Cardens only stop actively marketing your property when: -

- Application Forms have been received from all prospective tenants
- Our administration fee is paid
- A tenancy start date has been agreed with you

A "parent pack" is then sent to all parents/guardians, which includes a specimen tenancy agreement and guarantor forms to complete.

Once all paperwork has been completed and returned to us, an appointment is made for the prospective tenants to sign the tenancy agreement in our office, together with the payment of deposits. Collection and holding of the tenants deposit, will be in accordance with the Tenancy Deposit Scheme. Arrangements are then put in hand for tenants to collect their keys on the due date. Tenancies are normally for ten or eleven months

Fees

| | |
|-----------------------|---|
| Set Up Costs | 60% of the first months rent (subject to a minimum fee of £350.00) |
| Inventory Preparation | £70.00 |
| Renewal | £50.00 |

All fees are subject to VAT

STUDENT MANAGEMENT SERVICE

This specialist service is designed with the first time investor or absentee landlord in mind and fully utilizes all of the skills available from Exeter's leading student letting agent.

This unparalleled service oversees all aspects of a student let, as with our Student Letting Service, and all day to day management issues, as with our Residential Management Service, including regular inspections and annual meetings to discuss the condition and on going improvement of your property, ensuring that it is always in demand.

Cardens Inventory preparation service is mandatory, for charges see below.

Fees

| | |
|---|---------------------------|
| Set up costs for Student Management Service, & Tenancy Agreement | £100 |
| Management Fee | 12% of the rent collected |
| Mandatory Inventory & Schedule of Condition | £70.00 |
| Renewal of Tenancy Agreement | £50.00 |

All Fees are subject to VAT

SUMMARY OF LETTING AND MANAGEMENT SERVICES

| | Residential Letting Service | Residential Management Service | Student Letting Service | Student Management Service |
|---|------------------------------------|---------------------------------------|--------------------------------|-----------------------------------|
| On-site meeting to discuss your requirements | X | X | X | X |
| Appraise your property & agree marketing strategy | X | X | X | X |
| Advise on presentation and safety | X | X | X | X |
| Local & website advertising | X | X | X | X |
| Advise on mortgagee's consent to let | X | X | X | X |
| Organisation & supervision of property presentation | X | X | X | X |
| Accompanied viewings with prospective tenants | X | X | X | X |
| Obtain references on tenants | X | X | X | X |
| Prepare tenancy agreement & inventory | X | X | X | X |
| Finalise your account at month end | X | | X | |
| Hand over keys & instructions to tenant | X | X | X | X |
| Arrange cleaning, gardening, maintenance | | X | | X |
| Transfer Utility Accounts | X | X | X | X |
| Check-in for Tenant | X | X | X | X |
| Monthly rent collection | | X | | X |
| Monthly account statements | | X | | X |
| Supervise running repairs | | X | | X |
| Payment of regular outgoings | | X | | X |
| Regular Inspections | | X | | X |
| 24-hour emergency maintenance | | X | | X |
| Liaison with professional advisors | | X | | X |
| Annual Review consultation | | X | | X |
| Monthly rent remittance to you | | X | | X |
| Negotiate tenancy renewals | X | X | X | X |
| End of tenancy agreements | | X | | X |
| Refund tenant's deposit | | X | | X |
| Automatic re-listing | | X | | X |
| | | | | |

Helpful Information for Landlords

Market Appraisal

At the initial inspection of the property, we will advise on a suitable rental figure, based on our experience, the current market, letting time-scale, the condition and location of the property.

We will also advise you on the type of tenant we feel is most appropriate for the property, and the type of tenants your property will appeal to. You will have the ultimate say in whom you accept as a tenant and can specify from the outset your preferred type of tenant.

Preparation and Presentation of Property

Generally the better a property is presented the more likely it will appeal to the best choice of tenants.

We strongly recommend therefore that, prior to letting your property you resolve any outstanding maintenance problems and repairs, ensuring the décor both inside and out is in good condition, and ideally in a neutral colour scheme. The property should be spotlessly clean and tidy throughout, including carpets, curtains, windows, bathrooms and kitchens together with any appliances.

The garden should be tidy and well presented. It is the tenant's responsibility to keep the grass cut, beds & borders weeded, however equipment for them to do this must be provided. For gardens that contain trees, shrubs or plants that require more specialist care, we recommend you make provision for these to be attended to as and when necessary by a professional. This can be included within the rent.

We also recommend you prepare a folder containing instructions for all appliances, particularly the heating system, together with any warranties and guarantees, and any other useful information that may help your tenant settle into their new home.

You should expect a certain amount of wear and tear: this varies according to the age of the property, the number and type of tenants and whether the property is furnished or unfurnished. Accidents do happen and we ask tenants to ensure they have a home contents policy, which includes accidental damage to your belongings.

Deposit

It is a condition for all our tenancies that a "damage deposit" is taken from the tenants at the commencement of the tenancy and held for the duration of the tenancy as security against dilapidations to the property (beyond fair wear and tear) and, if necessary, breaches of the tenancy agreement by the tenant. All deposits will be handled in accordance with The Tenancy Deposit Scheme.

Repairs and Maintenance

It is the Landlords responsibility to provide a safe and habitable environment for the tenants, therefore the Landlord is responsible for maintaining the following: -

The structure, roof and exterior of the property
Drains, guttering and rainwater goods.
Supply of water, gas, electricity and sanitation.
Installations for water and heating.

The Landlord also has an obligation to maintain any "white" goods, fixtures, fittings and any equipment provided for the tenants use, unless the fault is caused by an action or neglect of the tenant, in which case it is the tenant's responsibility to pay for the repair.

It is the tenants duty to keep the property in a responsible manner, which includes changing fuses/light-bulbs, smoke alarm battery replacement, lost keys and the cost of repairs required as a result of mis-use or failing to read instruction books.

If we are managing the property we will usually agree a maintenance limit with you that can be used for repairs, anything over this limit we will contact the Landlord for permission to proceed. Contractor's invoices are paid from the rental income, although we can retain a maintenance fund to cover expenditure between rent receipts.

We have a register of quality tradesmen, able to respond quickly and efficiently to maintenance issues, at competitive prices. However, if you prefer we can contact your preferred tradesmen.

Bills

In the majority of tenancies the tenants are responsible for payment of council tax, electric, water, gas, telephone and TV licence. The Landlord is responsible for the payment of any block service charges, ground rent and limited contents and buildings insurance together with all charges during any periods of non-occupation.

At the beginning of each new tenancy we would read all appropriate meters and advise the relevant services of a change of tenancy.

Keys

We will require a minimum of two full sets of door keys or three sets if we fully Manage the property.

Mortgage

If you have a mortgage on the property, you will need to obtain written permission from your lender to let the property and we will require a copy of that permission, we will also need to know if they require any specific clauses to be put in or removed from the agreement.

Insurance

Most standard domestic buildings policies do not allow for letting. You must arrange for Landlord's insurance as your existing policy may not be valid in the event of a claim.

Specialist Building Insurance for rental property is mandatory and we require evidence of this.

We recommend Landlord's Contents Insurance, as this will cover items such as carpets and curtains as well as furniture.

Legal Insurance is available should there be an instance of non-payment of rent or if a tenant refuses to vacate a property and legal action against the tenant is necessary, as this covers legal costs.

Rent Guarantee is also available and covers payment of rent if a tenant defaults on payments and can also cover fees in relation to any associated legal action necessary.

Various insurance policies are available to cover repairs on appliances, boilers, leaks and other maintenance problems that can occur.

As agents for two of the country's leading Insurers of rented property, we can offer a full range of insurance products, from Rent Protection to full Buildings and Contents Insurance.

Headlease

If the property is subject to a headlease, e.g. leasehold flat, you will need to obtain permission from the headlessor to let the property and we will require a copy of that permission. We will also need to know if there are any specific clauses relating to the headlease that need to be added or removed from the Agreement.

Covenants / Restrictions

If there are covenants affecting the property that could affect the letting, or that the tenants need to be aware of, or indeed any other restrictions as to use that you wish to include, you must advise us before we commence marketing the property.

Tax

Rental income is classed as unearned income and is taxable therefore you must notify the Inland Revenue of all income received: we do recommend that you contact a specialist. We are registered with the Inland Revenue and act as agents for overseas Landlords with exemption from the obligation for us to deduct tax from rental income.

Non-Resident Landlords

If you are going to be abroad for all or part of the tenancy period, you will need to check with the Inland Revenue as to whether you will be classed as Non-Resident for tax purposes. If you are Non-Resident in the UK your Managing Agent is liable to pay tax on all of the rental income they collect on your behalf. You must obtain an exemption certificate from the Inland Revenue in order that we can pay the rent without holding the tax.

Safety Regulations

Gas Safety (installation and use) regulations 1998

It is a legal requirement all gas appliances, installations and pipework are tested for safety by a CORGI registered gas engineer and a "Landlords Gas Safety Certificate" provided annually.

Penalty for non-compliance is a fine of up to £5,000 and six months imprisonment.

Furniture and Furnishings (Fire) (Safety) Regulations 1993

These regulations require that all soft furnishings, upholstery or upholstered furnishings including: sofas, beds, mattresses, upholstered dining room chairs & headboards, scatter cushions, pillows, and other similar items must comply and be fire retardant to the appropriate standards. This includes any furniture provided as part of a let and also to any furniture stored in outbuildings or loft spaces etc. The manufacturer will have labeled compliant furnishings.

The regulations do not apply to curtains, carpets, bedclothes (including duvets) and mattress covers. Furniture manufactured prior to 1950 is not affected by the regulations, however proof of age must be provided.

Penalty for non-compliance is a fine of up to £5,000 and six months imprisonment.

The Electrical Equipment (Safety) regulations 1994

These regulations require that all electrical appliances supplied are safe. Additionally all plugs must conform to British Standard 1363 with insulated pins and correct fusing. This is not mandatory (except in the case of 'Houses in Multiple Occupation').

Trading Standards recommend that appliances are tested every 12 months; these can be carried out by a trained competent person using the appropriate test equipment (this test is known as PAT). We also recommend that the property's wiring is checked every five to ten years. This must be carried out by a qualified Electrician.

End of Tenancy

Provided that both parties keep to the terms of the tenancy agreement, neither the Landlord nor tenant can terminate the tenancy before the initial fixed term expires, however, for longer tenancies a break clause can be inserted.

At the end of the fixed term, if neither party has given notice to quit, either a new fixed term agreement can be drawn up and signed or alternatively the tenancy can continue on a statutory periodic tenancy under the same terms and conditions as the original tenancy but with the flexibility of being able to terminate it sooner than the fixed term if required.

If the tenant wishes to terminate the tenancy at the end of the fixed term or during a periodic tenancy, they are required to give one month's written notice from the rent due date.

If the Landlord wishes to terminate the tenancy they must give at least two months written notice from the rent due date.

We will advise you accordingly if managing the tenancy for you but it is your responsibility to instruct us, in writing that you wish to regain possession of the property.

If having been serviced the notice, the tenant does not vacate when they have been asked to, the only recourse is through the courts to obtain a possession order. It is illegal to intimidate or physically encourage a tenant to vacate, even if in breach of notice or tenancy agreement. As above, legal action would be the landlords responsibility.

Serving of "Notice Requiring Possession" if required would be included in our management service and is available at additional charge to our non-management clients.

Terminating this Agency Agreement

If you wish to terminate the Agency Agreement with the Company, we require two month's written notice, which can only be served after the end of the fixed term of the tenancy.

We may terminate this Agency Agreement by giving you one month's written notice if you have broken the terms or at the end of the tenancy.

Cancellation Fees

If we are unable to introduce an acceptable tenant to your property and you decide to withdraw the property from our register, no fee will be payable, unless agreed to the contrary or unless we have undertaken additional services on your instructions.

Please note however that a cancellation fee of £150 + Vat is payable in the event we find a satisfactory tenant but you withdraw from the letting prior to the tenancy agreement being signed.

Complaints Procedure

Cardens operate a complaints procedure, a copy of which is available on request.

Other Services

HMO Bureau

Our specialist advisory service for landlords either requiring advice on the implications of the 2004 Housing Act and changes in the Licensing of HMO's, or wishing us to handle an application on their behalf

Interiors

Cardens offer a full property refurbishment and furnishing service. Examples of recent projects are available upon request.

Estate Agency Services

Situated in our Residential section of our contemporary new offices.

Overseas Properties

Through our association with a local international property company we are able to offer a wide selection of overseas properties.

Additional Charges

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|---|---------|
| Revision of Existing Inventory | £35.00 |
| Preparation of 'Section 21 Notice Requiring Possession' (Landlord to serve) Non Managed tenancies | £30.00 |
| Preparation and serving of 'Section 21 Notice Requiring Possession', reading meters and transfer of services when Tenants vacate, collection of keys, checking of inventory (if provided) and advice to landlord of condition of property in relation to dilapidations and possible deductions from damage deposit. | £100.00 |
| Annual statement showing annual rental income, deductions and balance Of rent paid to landlord (By request only) | £25.00 |
| Quarterly and annual Inland Revenue statements for non-resident landlords (Mandatory) | £50.00 |

Tenant Deposit Protection Scheme

Facts for the Landlord

Under the Housing Act 2004, the government is required to introduce mandatory, universal tenancy deposit protection. Tenancy Deposit Protection will apply to all assured shorthold tenancies in England and Wales where a deposit is taken. Virtually all new contracts to let a property are assured shorthold tenancies.

Under the Housing Act 2004, it is not mandatory to take a deposit. A landlord can make the decision not to take a deposit to avoid the scheme, but in doing so should be aware that should the tenant damage the property or not pay the last month's rent recovery of these losses can only be made through the county court.

The landlord/agent, not the tenant, will have the option to choose whether to safeguard the deposit in the custodial or insurance-based scheme.

Custodial Deposit Scheme

Under the Custodial scheme the tenant pays the deposit to the landlord or agent who then pays the deposit into the scheme. Within 14 days of receiving a deposit, the landlord or agent must register the deposit and give the tenant information about the scheme being used. The interest accrued by deposits in the scheme will be used to pay for the running of the scheme and any surplus will be used to offer interest to the tenant or the landlord depending on the terms of the tenancy agreement. This scheme is free to landlord, agents and tenants.

At the end of the tenancy, if the landlord and tenant agree how the deposit should be divided, the landlord/agent will inform the scheme, which will return the deposit, divided in the way agreed by both parties. However, if there is a dispute, the scheme will hold the amount until the Dispute Resolution Service or courts decide what is fair. The deposit must be returned within 10 days of the end of the tenancy provided the landlord and tenant have agreed the amount.

Insurance based Deposit Schemes

Under Insurance based scheme the tenant pays the deposit to the landlord or Letting Agent who retains the deposit and any interest earned on the deposit subject to the terms of the tenancy agreement and pays a premium to the insurer. Currently, the cost of using this scheme will be borne by the landlord or letting agent in terms of both the annual fee. As with the custodial scheme within 14 days of receiving a deposit, the landlord must register the deposit and give the tenant information about the scheme being used. There are to be two insurance based schemes.

At the end of the tenancy, if the landlord and tenant agree how the deposit should be divided, the landlord/agent returns all or some of the deposit.

If there is a dispute, the landlord must hand over the disputed amount to the scheme for the safekeeping until the dispute is resolved. If for any reason the landlord fails to comply, the insurance arrangements will ensure the return of the deposit to the tenant if they are entitled to it.

Alternative Dispute Resolution Services

To avoid disputes having to go to the courts, both schemes will be supported by an Alternative Dispute Resolution (ADR) service – although the use of this will not be compulsory. A dispute at the end of the tenancy can be referred to the ADR service provided both parties agree to be bound by the ADR decision. If either party does not agree to use the ADR service, the option of referring the dispute to the courts will remain. The ADR service will be impartial and evidence based.

In the custodial scheme, where a landlord or tenant does not co-operate to release the deposit, for example, by not agreeing to the release of full or part of the deposit and do not agree to resolve the dispute through ADR or a court action, then ADR will be the default way in which to resolve a dispute.

In the insurance-based scheme, where the landlord is in contact with the scheme but is refusing to co-operate with the scheme in terms of choosing ADR or the courts, it will be mandatory for the case to be referred to the scheme for resolution through its ADR service. The same would not seem to apply to a tenant.

Failure to comply

If a landlord fails to comply with new legislation by not protecting the tenant's deposit the landlord is unable to regain possession of the property using the usual Section 21 notice, if the deposit has not been safeguarded and the prescribed information passed onto the tenant within 14 days of the landlord receiving it.

Tenants can apply for a court order requiring the deposit to be safeguarded or the prescribed information to be given to him about the scheme in which the deposit is safeguarded.

Where the court believes that the landlord has failed to comply with these requirements or the deposit is not being held in an authorised scheme the court must either order the landlord within 14 days of the order being made, to repay the deposit or order the landlord to pay the deposit to the custodial scheme administrator.

In addition, the court must also order the landlord to pay to the tenant a fine of three times the deposit amount within 14 days of the making of the order. For example, £600 rent x 3 = £1800.

For further information please contact:

Cardens Residential: 01392 433866 lettings@cardensestateagents.co.uk
Students@Cardens: 01392 206025 studentlettings@cardensestateagents.co.uk
Department of Communities & Local Government website: www.communities.gov.uk
Custodial scheme website: www.depositprotection.com Tel : 0870 7071 707
Insurance schemes websites: www.tds.gb.com Tel : 0845 226 7837
& www.mydeposits.co.uk Tel : 0871 703 0552