

DEPOSIT RECOVERY PACK

Version 3

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TENANCY *DEPOSIT* CLAIMS

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 *prescribed information* about the scheme

Otherwise you can take the landlord to court and if you win

- the landlord will have to protect the *deposit*, or repay it to you
- the landlord will have to pay you up to three times the amount of 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 inevitably contains some technical terms and expressions. Terms in *italics* are explained in the Jargon Buster at section 10.

If your annual income is less than £13,020 (£14,940 for a couple) you will probably not have to pay *court fees*. You will also not have to pay if you are in receipt of certain benefits. 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://hmctsformfinder.justice.gov.uk/courtfinder/forms/ex160a-from-07-october-eng.pdf>

The time limit for bringing a claim is six years.

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

TENANCY DEPOSIT CLAIMS

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.

		Tick if Yes
1	Did your tenancy begin on or after 6 April 2007? ¹	
2	Is/was the annual rent less than £100,000?	
3	Do you/did you, occupy the property as your main or principal home?	
4	Does/did your landlord live somewhere else, not at the property?	
5	Is/was your landlord someone other than a university, college or housing association?	
6	Did you pay your landlord, or your landlord's <i>agent</i> , a <i>deposit</i> ?	
7	Is/was the <i>deposit</i> to be used to pay for any arrears of rent, or damage?	
8	Did you pay the <i>deposit</i> more than 30 days ago?	
9	You have received no information from the landlord or the landlord's <i>agent</i> about a <i>tenancy deposit protection scheme</i> . Correct?	
10	You have not been able to get confirmation from a <i>tenancy deposit protection scheme</i> administrator that your <i>deposit</i> has been paid into a scheme. Correct?	

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

TENANCY DEPOSIT CLAIMS

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	<p>Did your tenancy begin on or after 6 April 2007? <i>Only deposits given in relation to tenancies beginning on or after 6 April 2007 have to be protected. If you started or renewed your tenancy after 6 April 2007, your deposit will have to be protected. Renewal includes the situation when a fixed term tenancy ends and you stay in occupation after the end of the fixed term. Technically, a new tenancy arises at the end of the fixed term if you remained in occupation. You should have been sent the Prescribed Information again when the new tenancy arose after the end of the fixed term.</i></p>
2	<p>Is/was the annual rent £100,000 or less? <i>Tenancies where the annual rent (excluding service charge, insurance, utility payments and other extras) is more than £100,000 are not assured shorthold tenancies, and the deposit does not have to be protected in a tenancy deposit protection 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.</i></p>
3	<p>Do you /did you, occupy the property as your main or principal home? <i>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.</i></p>
4	<p>Does /did your landlord live somewhere else, not at the property? <i>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.</i></p>
5	<p>Is/was your landlord someone other than a university, college or housing association? <i>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.</i></p>
6	<p>Did you pay your landlord, or your landlord's agent, a deposit? <i>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 up to 3 times the deposit in compensation, either.</i></p>
7	<p>Is/was the deposit to be used to pay for any arrears of rent, or damage? <i>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 <u>do</u> have to be protected if they are</i></p>

	<i>taken as security for the tenant's performance of their obligations under the tenancy agreement e.g. paying rent, looking after the property by not causing damage, and cleaning at the end of the term.</i>
8	Did you pay the <i>deposit</i> more than 30 days ago? <i>Landlords and agents have 30 days from receipt to protect the deposit.</i>
9	You have received no information from the landlord or the landlord's <i>agent</i> about a tenancy <i>deposit</i> protection scheme. Correct? <i>Landlords and agents have 30 days from receiving the deposit to provide you with the prescribed information about the deposit protection scheme your deposit is protected with.</i>
10	You have not been able to get confirmation from a tenancy <i>deposit</i> scheme administrator that your <i>deposit</i> has been paid into a scheme. Correct? <i>If the 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 about the scheme.</i>

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

The claim is against the person who received the *deposit*. 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. 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, there is guidance on how to find out on the Land Registry website <https://www.gov.uk/get-information-about-property-and-land/search-the-register> . It’s likely that to find out who your landlord is you will have to fill in Land Registry form OC1 and send it with a cheque for £6 to the Land Registry. Contact details are given at <https://www.gov.uk/government/publications/land-registry-office-addresses/office-addresses>. Send the form to the office closest to the property. 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. You may want to consider including a claim for rent you have already paid with your claim for the *deposit* if this applies to you – take further advice from your students’ union, Shelter, or Citizens’ Advice Bureau.

If the landlord 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.

If the landlord’s address is not within England and Wales, special rules apply and if you want to bring a claim against the landlord, you might want to consider taking advice from a solicitor. In many cases, however, a landlord living abroad will be using an *agent*, and if the *agent* is a managing *agent*, you could start proceedings against the *agent*.

TENANCY DEPOSIT CLAIMS

4 WHAT IS THE CLAIM FOR?

Landlords and *agents* who take money for *deposits* from tenants and prospective tenants must put that money into an *approved tenancy deposit protection scheme* within 30 days of receiving it, if the tenancy is an *assured shorthold* tenancy.

Landlords and *agents* also have an obligation to give *prescribed information* to the tenant, and to anyone who paid the *deposit* on the tenant's behalf, within 30 days of receiving the *deposit*.

If the landlord or *agent* 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 or *agent* 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 or the *agent* to pay the claimant (i.e. you) an amount equal to between one and 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 you the *prescribed information*, but did not do so within 30 days of receiving the *deposit*, you can still claim. The law has recently changed to make the penalty of paying between one and three times the deposit apply when the landlord or *agent* has protected the deposit or has provided the *Prescribed information* but was late in doing so – i.e. after the 30 day deadline.

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://hmctsformfinder.justice.gov.uk/courtfinder/forms/ex302-eng.pdf>.

You need to calculate the daily rate of interest, which is $0.00022 \times$ (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.

TENANCY DEPOSIT CLAIMS

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 (e.g. where there are 2 landlords). The court will *serve* your evidence on the defendant with the claim form.

Remember that you are trying to persuade the court to order the landlord or *agent* to pay you money. The more relevant evidence you send to the court, the more likely you are to succeed. However, you do not need to prove your case beyond reasonable doubt – the standard of proof in the civil courts is the balance of probability. That means that you must demonstrate to the court, based on the evidence you submit, that it is more likely than not that your claim is justified. The court will not welcome reams and reams of irrelevant evidence – make sure your evidence has bearing on your claim i.e. the deposit, the tenancy and the *Prescribed information*.

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.

To prove . . .	You will need . . .
You are or were an <i>Assured shorthold</i> tenant	A copy of the tenancy agreement – preferably signed by you and the landlord or <i>agent</i>
The amount of <i>deposit</i> you paid	A copy of the cheque, or your bank statement or credit card statement or receipt from the landlord or the <i>agent</i>
The defendant is the landlord (optional)	An official copy of the landlord’s title from the Land Registry (see “Who is my landlord?”)
<p>Grounds to support your claim (only one of these is needed, but if you have more than one, go for all of them)</p> <p>the landlord has not complied with the initial requirements of a <i>deposit</i> protection scheme i.e. has not registered your <i>deposit</i> with an <i>approved scheme</i></p> <ul style="list-style-type: none"> - the landlord has not given you (and any other person who paid your <i>deposit</i>) the <i>prescribed information</i> - the landlord has notified you that 	<p>Copies of a letter or email from each of the three <i>approved schemes</i> stating that your <i>deposit</i> has not been registered with them.</p> <p>It is difficult to prove a negative. Include any correspondence with the landlord about your <i>deposit</i>, or any letter from you requesting the information.</p> <p>Copy of the landlord’s notification if this</p>

<p>a particular <i>authorised scheme</i> applies to the <i>deposit</i>, but you have been unable to obtain confirmation from the <i>Scheme Administrator</i> that the <i>deposit</i> is being held in accordance with the scheme</p>	<p>was in writing; copy of your correspondence with the <i>Scheme Administrator</i></p>
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TENANCY DEPOSIT CLAIMS

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 £13,020 (£14,950 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://hmctsformfinder.justice.gov.uk/courtfinder/forms/ex160-eng.pdf>

Use leaflet EX160A, which can be downloaded from

<http://hmctsformfinder.justice.gov.uk/courtfinder/forms/ex160a-from-07-october-eng.pdf>, to help you assess your eligibility and to help you complete the application form. A copy of EX160 and EX160A are included in section 17 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 court fees 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 and they are revised from time to time.

As at August 2014 the fees are:

Amount of claim	Issue fee
up to £300	£35
£300.01- £500	£50
£500.01- £1,000	£70
£1,000.01- £1,500	£80
£1,500.01- £3,000	£115
£3,000.01- £5,000	£205
£5,000.01 - £15,000	£455
£15,000.0 - £50,000	£610

If your claim is for more than £50,000, your claim may not be appropriate for the county court and you should take further advice.

You must state on your claim form the value of your claim. This is the *deposit plus* three times the *deposit* in compensation. So, for a £250 *deposit*, the amount of the claim is £1,000. (Note that if you win, you might not get the full amount of your claim. Depending on the circumstances of your claim, the court will award up to 3 times the deposit)

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 17 of this pack and it can be downloaded from <http://hmctsformfinder.justice.gov.uk/courtfinder/forms/ex050-eng.pdf>

If your claim is not being dealt with in small claims, you should probably take legal advice. If your claim is allocated to the small claims track, you will not have to pay all your landlord's legal fees if you lose. But if your claim is the fast track or multi track, you may have to pay your landlord's legal fees if you lose.

If your claim does not settle, and proceeds to court, you will have to pay a hearing fee.

Amount of claim	Hearing Fee
Small claim £300 or less	£25
Small claim £300.01 - £500	£55
Small claim £500.01 - £1,000	£80
Small claim £1,000.01 - £1,500	£115
Small claim £1,500.01 - £3,000	£170
Small claim more than £3,000.	£335
Fast-track case	£545
Multi-track case	£1,090

If you win your case and the landlord still does not pay what you are owed, you may need to enforce the judgment.

There are various options for enforcing judgment – 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.

In some cases, household or other insurance policies cover certain legal costs, including court fees. It's worth checking any policies that you have. If legal costs are covered, contact your insurer before you start the claim, or you might not be able to recover all your costs. Your insurer might require you to instruct a solicitor.

TENANCY DEPOSIT CLAIMS

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://hmctsformfinder.justice.gov.uk/courtfinder/forms/ex301-eng.pdf>

As a minimum, before starting your claim, you should write to the landlord or *agent* 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).

It is possible that the landlord/*agent* will respond with an offer to settle in order to avoid court. If the landlord/*agent* does make an offer, you should evaluate the offer and (a) decide whether or not to accept it, (b) try to negotiate a higher offer or (c) proceed with a formal claim in the court. A settlement at this stage will eliminate the need to go to court, but the amount of the offer might not be as much as the court would award. It's up to you to decide.

It is also possible that the landlord/*agent* will respond with information you were previously unaware of and that might remove the basis of your claim.

If the letter to the landlord or *agent* does not produce a result, you will have to make a formal claim in the courts.

Claims are made in the county court. You are the *claimant*. The person you are claiming against (i.e. the landlord or *agent*) is the *defendant*. You will need to complete claim form **N208**, which is available free of charge from the court or downloadable from

<http://hmctsformfinder.justice.gov.uk/courtfinder/forms/n208-eng.pdf>

In the box in the top right hand corner of the claim form, write in the name of your local county court. Court locations can be found at

<https://courtribunalfinder.service.gov.uk/>

Leave the claim number blank – the court will allocate a claim number when it issues the claim.

Leave the “fee account no.” box blank.

In the “claimant” box write in your name and address.

In the “defendant” box, write in the name and address of the person you are suing. This will probably be either the landlord or the *agent*.

If you are suing the *agent*, check whether or not the *agent* is a limited company or is simply a business owned personally by the *agent*. If the *agent* is a limited company, the company will be the defendant. There should be information about it on the Companies' House web site at

<http://wck2.companieshouse.gov.uk/wcframe?name=accessCompanyInfo>

You should quote the company's registered address and company number in the “defendant” box.

If the *agent* is simply a person operating a business, it is likely that the *agent* will have a trading name (e.g. “Eszy Let Homes”). In that case, the defendant is the person him/herself, but you must state that the person is “trading as” the name of the business. You should write in the “defendant” box e.g. “John Smith t/a Eszy Let Homes”.

It is also possible that the landlord might be a company – in which case the defendant is the company as explained above.

Your claim does not include any issues under the Human Rights Act 1998, so tick the “no” box.

In the “details of claim” boxes, you will need to make some key statements and to set out the nature of your claim. Remember that the judge reading the claim form does not know anything about your claim except what you tell him/her. Start with the basics. Tell the court that you are or were a tenant of the landlord at the property address and that you agreed an *Assured shorthold* tenancy on the such and such a date. Tell the court that you paid a deposit, the amount of the deposit and to whom you paid it and when and how you paid it. Then tell the court about the dispute e.g. the landlord/*agent* did not protect the deposit in an authorised scheme or failed to provide you with the *Prescribed information* within the 30 day deadline.

You must state:

- that you are making a Landlord and Tenant claim and to comply with *Civil Procedure Rules* (CPR) Practice Direction Part 56.2 you are claiming using the Part 8 procedure;
- that “the Part 8 procedure applies (CPR 8.2 (a))”;
- 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*. This is pursuant to s214 (3) and 214(4) of the Housing Act 2004.”
- that the claim is being made under the Housing Act 2004.

Re-write the defendant’s name and address in the box on the bottom left of the form.

If you are paying a court fee, write in the amount. Assuming you have not instructed a solicitor, your legal representative’s costs will be zero. Write in the issue date.

On the reverse of the form there is more space for details of the claim.

The claim must be verified by a statement of truth. Cross out the wording in brackets that do not apply. In most cases the statement of truth should read “I believe that the facts stated in these particulars of claim are true”. Cross out the line which says “I am duly authorised by the claimant to sign this statement”. Write in your name in the space provided. You must sign the statement of truth on the form or your claim will not proceed. Cross out “Litigation friend” and “legal representative’s solicitor”.

Fill in the last box with the address to which you want the court to send documents to you. This will normally be your current address.

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://hmctsformfinder.justice.gov.uk/courtfinder/forms/n208a-eng.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 defendant. If there is more than one defendant, 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.

You will also need to make a copy of the **Defendant's Notes for Guidance** for each claim form. A copy is in this pack (see leaflet EX303 at section 17) or download from

<http://hmctsformfinder.justice.gov.uk/courtfinder/forms/ex303-eng.pdf>

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-](http://www.hmcourts-service.gov.uk/HMCSCourtFinder/)

[service.gov.uk/HMCSCourtFinder/](http://www.hmcourts-service.gov.uk/HMCSCourtFinder/)

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
- * Defendant's Notes for Guidance – one copy for each N208
- * Correct Issue Fee or Fee Remission Application

TENANCY DEPOSIT CLAIMS

8 COURT PROCEDURE - WHAT HAPPENS NEXT?

The court will send a copy of your Claim Form N208, stamped with the court stamp and with a claim number, and various other forms to the *defendant* landlord or *agent*. You will receive notification from the court that your claim has been issued, when it was *served* on the defendant and stating the deadline by which the landlord or *agent* has to respond.

The court may send you a “directions questionnaire” to help it manage the case and allocate your claim to a court “track”. 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 the case according to whether it is “small claims” (claims under £10,000), “fast track” (larger sums), or “multi track” (complex cases). If the court sends you a directions questionnaire (Form N180 or N181), you must return it promptly and 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.

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*.

If the *defendant* landlord/*agent* argues that the *Part 8 procedure* should not be used, he must say why when he acknowledges your claim.

However, whichever procedure is used, broadly speaking the defendant landlord/*agent* will either:

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

Admission by the *defendant*

If the *defendant* landlord/*agent* admits all or part of your claim, you might receive an offer to settle from him before any court hearing in return for you dropping the case. You will have to evaluate any offer and perhaps be prepared to negotiate. The *defendant* landlord will want to avoid going to court and you might want to avoid that as well.

If the *defendant* landlord/*agent* admits only part of your claim you might receive a lower 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.

If you accept an offer and receive payment, you must inform the court. Tell the court either that the matter has been settled or that the defendant has made a part payment.

It might be that the *defendant* admits liability for the claim, but wants the court to decide how much he should pay. In that case there might be a court hearing just to decide the amount of the payment. Don't forget to remind the court about the court

fees you have paid and also ask for the costs of attending the hearing (e.g. train fares, loss of earnings).

If you receive a form and do not know what to do next or are confused, the court staff can help with procedural steps – but they will not give legal advice.

Remember that even if the court gives judgment in your favour and orders the defendant to pay you, 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 you might have to consider further court action to get an enforcement order to actually recover the money.

The landlord/agent disputes your Claim

The landlord/agent might dispute all or part of your claim. He might argue that the *Part 8 procedure* should not be used as there is a substantial dispute about the facts (e.g. that he has in fact registered your *deposit* or has provided the prescribed information within the 30 day deadline). If the court agrees that the *Part 8 procedure* is not appropriate, the court can order that your claim will proceed on the “normal” (or *Part 7*) basis. At this point the court might also send you a Directions 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 landlord/agent will need to reveal the evidence he is relying on as his defence. You may, within 14 days of service of the defendant’s evidence, file further written evidence in reply.

It is appropriate 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 landlord may want to make a *Counter claim*. This is not permitted without the consent of the court if the *Part 8 procedure* is being used. If the court considers that use of the *Part 8 procedure* is not appropriate in your case, the defendant will be allowed to make a counter claim without the court’s permission. If the defendant does make a counter claim, you must read it carefully. There would have to be a legal basis for the counter claim e.g. if you have damaged the property or not paid the rent. If there is a counter claim, you might want to consider taking legal advice. In any event, if you disagree with the counter claim, you must reply with a defence. There is no set form with which to do this – simply write to the court and the defendant, quoting the claim number and the parties to the case (i.e. you and the defendant) and say that you dispute the counter claim and then set out your reasons for doing so. If the *Part 8 procedure* is being used and the defendant has not been given the court’s permission for a counter claim, one of your reasons would be the counter claim is not permitted under *CPR* 8.7. There is a sample response to a counter claim at section 15.

The defendant does not reply

The defendant landlord should reply to your claim by filing an acknowledgement of service with you and the court. 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 permission.

If the *Part 8 procedure* is not being used and the defendant does not reply to your claim within the deadline (usually 14 days from service of your claim), you can apply for judgment in default. (Note that default judgment is not available if the *Part 8 procedure* is being used). Use form N227 available at <http://hmctsformfinder.justice.gov.uk/courtfinder/forms/n227-eng.pdf>. No fee is required. Send the form to the court in which you started the claim.

Having received your claim form, the court will issue *directions* to you and the defendant. *Directions* are instructions by the court regarding how the claim will be dealt with. The directions could include allocating the case to either the small claims, fast track or multi track. *Directions* could order that the claim proceeds on the *Part 7 procedure*. The court directions might require you to submit written evidence by a certain date. It is likely that you will have already sent in evidence with your claim form, but it would be prudent to submit a witness statement. There is a specimen witness statement at section 16.

Will I have to go to court?

Not all court cases result in a hearing. In most properly prepared claims for tenancy *deposits* to be repaid, or paid into the custodial scheme, the landlord will not have a defence, and a hearing should not be necessary. The court might give you certain things to do before the hearing, such as sending documents to the court and the defendant. 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**. Bring your documents with you in an easily accessible folder. 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 judges' chambers, rather than in formal open court. We expect that hearings will generally be informal. You will probably not be asked to swear an oath or cross-examine the defendant. 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.

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.

If you do have to go to court, you should wear reasonably smart clothes. Jeans and trainers are not appropriate. If the case is being heard by a District Judge (which is likely), the judge should be addressed as "Sir" or "Ma'am". If the case is being heard by a circuit judge, the judge should be addressed as "Your Honour".

Make sure you arrive a court with some time to spare. Tell the court usher that you have arrived and the usher will tell you which room or court the case is being heard in.

TENANCY DEPOSIT CLAIMS

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 (by simply asking for leave to appeal) or

to the appeal court in an appeal notice.

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.

You will only be allowed to appeal if you can show that there was a serious irregularity in the court proceedings, or that the judge made a mistake in law.

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

If your claim is allocated to the small claims track (usually when the claim is for less than £10, 000,) you will not have to pay all the defendant's solicitor's fees.

If you win, the defendant should pay you, but if s/he doesn't 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 defendant) 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.

TENANCY DEPOSIT CLAIMS

10 JARGON BUSTER

Agent	Someone who acts on behalf of someone else – usually on the landlord’s behalf. An agent can be a lettings agent, who passes the <i>deposit</i> on to the landlord, for the landlord to protect, or a managing agent, who is responsible for protecting the <i>deposit</i> on the landlord’s behalf. Tenancy <i>deposit</i> protection legislation says the definition of a landlord “includes anyone acting on the landlord’s behalf”.
Bailiff	Someone legally authorised to collect a debt on behalf of a creditor.
Approved scheme	One of three schemes authorised by the government to protect tenants’ <i>deposits</i> . Information is available at https://www.gov.uk/tenancy-deposit-protection/overview There are 2 insurance backed schemes, one run by The Dispute Service Limited (www.tds.gb.com , 0845 226 7837) , the other by Tenancy <i>Deposit</i> Solutions Limited (www.mydeposits.co.uk 0871 703 0552), and a custodial scheme, run by the <i>Deposit</i> Protection Service (www.depositprotection.com 0870 707 1707). There are separate schemes for Scotland and Northern Island.
Assured shorthold	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 <u>cannot</u> be assured shortholds, for example where the annual rent is over £100,000 or the landlord lives with the students. Tenancies granted to students by universities, colleges and some housing associations <u>cannot</u> be assured shorthold tenancies. Almost all tenancies granted by private landlords to students will be assured shorthold tenancies.
Bond	See tenancy <i>deposit</i> .
Certificate of posting	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.
Civil Procedure Rules	A set of rules and procedures that <i>Claimants</i> and defendants are obliged to follow when bringing cases in the civil courts. These can be found on the Ministry of Justice website:

<http://www.justice.gov.uk/courts/procedure-rules/civil/rules>

Claimant	A person who brings legal proceedings – in <i>deposit</i> recovery cases this will be the tenant
Counter claim	<p>If you claim your <i>deposit</i> back from your landlord, your landlord may claim against you, alleging that you owe rent or have damaged the property, for example. Because your claim will be made under the part 8 procedure, the landlord cannot make a counter claim unless the court gives permission. If the court does allow a counter claim (or rules that the claim must continue under the part 7 procedure), the court will assess both your claim and the landlord's counter-claim, to see who wins overall. If you claim for a <i>deposit</i> refund of £200 and you win, the court should also award you up to three times the <i>deposit</i> – making up to £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. 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><i>Deposit</i> £200 less £50 arrears = £150 Plus up to 3x £150 compensation = £450 Total due to tenant up to = £600</p> <p>Or</p> <p><i>Deposit</i> = £200 Plus up to 3x <i>Deposit</i> = £600 Total due to tenant = £800 Less £50 arrears = £750</p>
Court fees	<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 all the landlord's solicitor's fees if your claim is for less than £10,000 – even if you lose your case.</p>
Custodial	<p>A type of tenancy <i>deposit</i> protection scheme, where the <i>deposit</i> money has to be paid over to the <i>scheme administrator</i>. The other two protection schemes are insurance-based schemes, where the landlord looks after the money, but the scheme has an insurance policy that pays out if the landlord wrongfully withholds payment.</p>

Defendant	A person against whom a legal claim is made. In <i>deposit</i> recovery cases this will be the landlord or the <i>agent</i> .
Deposit	See “tenancy deposit” and “holding deposit”
Directions	A set of instructions issued by the court to control how the claim will be dealt with. You must comply with these directions by the dates stated in the directions.
Holding deposit	This is a payment made to a landlord or <i>agent</i> to ensure that the property is kept available for you so that you can start living in it at a later date. Holding <i>deposits</i> do not have to be protected.
Joint tenancy	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).
Issue	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 stamping/sealing the form. The court then proceeds to serve the claim form on the defendant.
Legal fees/legal costs	Fees/costs that are charged by a solicitor for acting on behalf of his/her client. These fees are separate from court fees. The usual position is that the winner in court pays the loser’s costs. In most cases tenancy deposit cases will be heard in the small claims court – which means that in the majority of cases the amount of costs the court will award are fixed and relatively modest. Even if you lose in the small claims court and the court orders you to pay the landlord’s costs, it is likely that such costs will be around £100.00. Equally, if you instruct a solicitor to bring your claim, it is unlikely that the amount awarded by the court will cover all the solicitor’s charges. If you are thinking of instructing a solicitor, make sure that you are clear about the fees that he/she will charge. However, if your claim is allocated to the fast track or multi track, costs are not fixed, and if you lose, you could have to pay substantial costs to the landlord or <i>agent</i> . In some cases, household insurance policies include cover for certain legal costs, including court fees. It’s worth checking your policies to see if you have such cover.
Part 7 procedure	The “normal” procedure for handling claims. Part 7 refers to part 7 of the <i>Civil Procedure Rules</i>

Part 8 procedure	The alternative method of handling claims. Some claims, including a tenancy deposit claims have to be started using Part 8, but may be transferred to the <i>Part 7 procedure</i> if the court decides that is appropriate. Part 8 claims are usually claims where there is no dispute about the facts of the case. Part 8 refers to part 8 of the <i>Civil Procedure Rules</i> .						
Prescribed information	The information which landlords and <i>agents</i> are required by law to give to the tenant and anyone who paid the <i>deposit</i> on the tenant's behalf. The precise requirements are contained in The Housing (Tenancy Deposits) (Prescribed Information) Order 2007 and can be found at http://www.legislation.gov.uk/ukxi/2007/797/contents/made . In brief, the <i>prescribed information</i> includes the name, address and contact number of landlord, <i>agent</i> , tenant, anyone who paid the <i>deposit</i> on the tenant's behalf and the scheme administrator. The landlord or <i>agent</i> must also tell you what the <i>deposit</i> can be used for and how you can use a dispute resolution service to settle any disagreement about the <i>deposit</i> at the end of the tenancy.						
Prosecute	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 <i>agent</i> , you will be suing, not prosecuting, because failing to protect the <i>deposit</i> is not a criminal offence.						
Recorded delivery	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.						
Scheme Administrator	One of 3 organisations authorised to operate a tenancy <i>deposit</i> protection scheme. Scheme administrators also operate a dispute resolution service to help settle <i>deposit</i> deductions. The scheme administrators do not have power to award payment to tenants of up to 3 times the <i>deposit</i> 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: <table border="0" style="margin-left: 20px;"> <tr> <td>www.depositprotection.com</td> <td>0870 707 1 707</td> </tr> <tr> <td>www.mydeposits.co.uk</td> <td>0871 703 0552</td> </tr> <tr> <td>www.tds.gb.com</td> <td>0845 226 7837</td> </tr> </table>	www.depositprotection.com	0870 707 1 707	www.mydeposits.co.uk	0871 703 0552	www.tds.gb.com	0845 226 7837
www.depositprotection.com	0870 707 1 707						
www.mydeposits.co.uk	0871 703 0552						
www.tds.gb.com	0845 226 7837						

Served/service	The formal delivery of notices, letters, court forms etc. to the receiving party. Often this is done simply by first class post. If you serve by post, the date of service is the second business day after posting – e.g. if you post a first class letter on Monday, the date of service will be Wednesday. If you post on Thursday, the date of service will be Monday.
Sole tenancy	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.
Tenancy Deposit	A sum of money paid to the landlord or <i>agent</i> 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.
Tenancy Deposit Protection Scheme	There are 3 schemes in England and Wales authorised to protect <i>deposits</i> . There are separate schemes in Scotland and Northern Ireland. The landlord or <i>agent</i> should tell tenants which scheme their deposit will be protected by. Each scheme is operated by a <i>Scheme Administrator</i> . More details about the schemes can be viewed at https://www.gov.uk/tenancy-deposit-protection/overview

TENANCY DEPOSIT CLAIMS

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 30 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]

TENANCY DEPOSIT CLAIMS
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]

TENANCY DEPOSIT CLAIMS

**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 administrated by you. A reply within the next 14 days would be much appreciated.

Yours faithfully

[sign here]

[print your full name here]

TENANCY DEPOSIT CLAIMS

14 CLAIM FORM N208 – EXAMPLE

You will see an example of a completed form on the next page. Blank forms can be downloaded from <http://hmctsformfinder.justice.gov.uk/courtfinder/forms/n208-eng.pdf>

Before proceeding, make sure you read and follow the notes for *Claimants* on [Form N208A](#)

You want the claim issued in the county court. You can find the appropriate court from this website: <https://courtribunalfinder.service.gov.uk/>

The content of the claim form marked “details of claim” will depend on your particular circumstances, but in all cases you will need to make some key statements. Number your paragraphs to make it easier for the court to refer to separate items of your claim.

You have to state that you are making a Landlord and Tenant claim (CPR 56.1 (f)) and 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 (CPR 8.2 (a))”

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 up to three times the amount of the *deposit*. This is pursuant to s214(3) and 214(4) of the Housing Act 2004.”

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

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.

You will see a number of examples after form N208 to cover the following situations.

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

- | | |
|-----------|---|
| Version 1 | You did not receive <i>prescribed information</i> |
| Version 2 | The landlord has not told you that the <i>deposit</i> is protected |
| Version 3 | The landlord has told you the <i>deposit</i> 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 <i>prescribed information</i> |
| Version 6 | The landlord has not told you that the <i>deposit</i> is protected |
| Version 7 | The landlord has told you the <i>deposit</i> 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 (e.g. you should only use combinations of versions 1 to 4 if you rent a single room and are still in occupation, and if you are a joint tenant, whose tenancy has expired, only combine versions 13 to 16).

**VERSION 1 DETAILS OF CLAIM
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 2014] 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 (CPR 8.2(a))
 4. The claimant paid the defendant a deposit of [£400] on [12 April 2014]. [A copy of the cheque is attached to this claim] [a copy of [other evidence] is attached to this claim]
 - 5 The defendant did not give the claimant the information required by The Housing (Tenancy *Deposits*) (Prescribed information) Order 2007.
 - 6.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.
 7. This claim is being made s214 of the Housing Act 2004.
 8. The claimant also claims interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2014] to [7 August 2014] 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.]

**VERSION 2 DETAILS OF CLAIM
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 2014] 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 (CPR 8.2(a))
 4. The claimant paid the defendant a deposit of [£400] on [12 April 2014]]. [A copy of the cheque is attached to this claim] [a copy of [other evidence] is attached to this claim
 5. The defendant has not confirmed to the claimant that the claimant's deposit is protected.
 6. 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.
 7. This claim is being made s214 of the Housing Act 2004
 8. The claimant also claims interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2014] to [7 August 2014] 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.]

**VERSION 3 DETAILS OF CLAIM
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 2014] 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 (CPR 8.2(a))

4. The claimant paid the defendant a *deposit* of [£400] on [12 April 2014]. [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 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 2014] is attached to this claim form.

6. 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.

7. The claimant also claims interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2014] to [7 August 2014] 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.]

**VERSION 4 DETAILS OF CLAIM
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 2014] 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 (CPR 8.2(a))

4. The claimant paid the defendant a *deposit* of [£400] on [12 April 2014]. [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 that the claimant's *deposit* is protected in the scheme operated by [The *Deposit* Protection Service][The Dispute Service Limited][Tenancy *Deposit* Solutions Limited]. 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 40 days after it was received, which contravenes the requirement to ensure that deposits are submitted for protection within 30 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 2014] 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 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.

7. The claimant also claims interest under section 69 of the County Courts Act 1984 at the rate of 8% a year, from [28 April 2014] to [7 August 2014] 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.]

**VERSION 5 DETAILS OF CLAIM
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 2014] and a copy is attached to this claim form.
2. The [Claimant and [his][her] co-tenants][Claimants] paid the defendant a *deposit* of [£400] on [12 April 2014].
3. The defendant did not give [the Claimant or any of [his][her] co-tenants][the Claimants] the information required by The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.
4. 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.
5. The Part 8 procedure applies to this claim (CPR 8.2(a))
6. [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.
7. [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.]
8. 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 2014] to [7 August 2014] 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.]

**VERSION 6 DETAILS OF CLAIM
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 2014] and a copy is attached to this claim form.
 2. The [Claimant and [his][her] co-tenants][Claimants] paid the defendant a *deposit* of [£400] on [12 April 2014].
 3. 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.
 4. 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.
 5. The Part 8 procedure applies to this claim (CPR 8.2(a))
 6. [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.
 7. [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.]
 8. 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 2014] to [7 August 2014] 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.]

VERSION 7 DETAILS OF CLAIM

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 2014] and a copy is attached to this claim form.
 2. The [Claimant and [his][her] co-tenants][Claimants] paid the defendant a deposit of [£400] on [12 April 2014].
 3. 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 2014] is attached to this claim form.
 4. 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.
 5. The Part 8 procedure applies to this claim (CPR 8.2(a))
 6. [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.
 7. [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.]
 8. 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 2014] to [7 August 2014] 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.]

**VERSION 8 DETAILS OF CLAIM
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 2014] and a copy is attached to this claim form.
 2. The [Claimant and [his][her] co-tenants][Claimants] paid the defendant a deposit of [£400] on [12 April 2014].
 3. 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][Tenancy Deposit Solutions Limited]. 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:
 - a) [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]
 - b) [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]
 - c) [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]

d) [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]

4. 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.

5. The Part 8 procedure applies to this claim (CPR 8.2(a))

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 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.]

8. 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 2014] to [7 August 2014] 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]

**VERSION 9 DETAILS 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 4 - The Claimant paid the defendant a deposit of [£400] on [12 April 2013].
[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 6 - 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 DETAILS 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 6 - 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 DETAILS 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 DETAILS 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 6 - 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 DETAILS 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 6 - [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 7 – 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 DETAILS 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 6 - [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 7 – 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 DETAILS 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 6 - [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 7 – 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 DETAILS 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 6 - [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 7 – 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 RESPONSE TO COUNTER CLAIM

It is possible that the person against whom you claim will make a *counter claim* against you. You should respond in writing to the *counter claim* as soon as possible and in any event within 10 days of receiving it. Send a copy of your response to the court and to the defendant.

Counter claims are known as “Part 20” claims.

If the *defendant’s* allegations in the *counter claim* are true (e.g. that you withheld the last month’s rent) you should say so. If the allegations are not true, you should dispute them. You must not say anything in your response to the counter claim that is not true.

If the claim is proceeding under the Part 8 procedure, *counter claims* are not permitted under the CPR unless the court gives permission.

If the claim is proceeding by the normal or Part 7 route or the court has given permission for a counter claim, you will need to respond to each allegation in the defendant’s counter claim. If you dispute the allegations you must say why – it’s not sufficient to simply say you disagree.

The response below sets out a general format – you must insert or delete appropriate sections according to your circumstances.

In the [location] COUNTY COURT

CLAIM NUMBER [number]

Between

MR [name of Claimant/s]

Claimant

and

MR [name of defendant]

Defendant

CLAIMANT’S PART 20

DEFENCE

1. [The Claimant’s claim is a Part 8 claim and under CPR 8.7 the defendant may not make a Part 20 claim without the court’s permission. The court has not granted permission to the defendant to make a Part 20 claim. The defendant’s Part 20 claim should therefore be struck out.]
2. [It is admitted that the Claimant did not pay the last rent instalment of £600.00. The Claimant withheld that rent because during the winter the boiler repeatedly broke down and despite repeated requests to the defendant, it was not repaired. The Claimant was without heating and hot water for 6 weeks during the winter and it is only fair that some rent is not paid to compensate the Claimant for this]

3. [The Claimant denies causing damage to the property. The carpet was already badly stained at the start of the Claimant's tenancy. The check-in report says that the carpet in the living room was "marked and stained throughout" and the check-out report states that the carpet was "as per check in". The Claimant has attached a copy of the check-in report to this defence.]

4. [The Claimant denies not paying the final electricity bill. The Claimant took a meter reading at the end of the tenancy and informed the utility providers of the readings. The bills were all paid. I attach a copy of my bank account statement showing the payments]

I believe that the facts stated in this defence are true.

Signed.....

Date [date]

[Claimant's name]

TENANCY DEPOSIT CLAIMS
16 WITNESS STATEMENT

This is the general format of a witness statement. Specific requirements can be found at <http://www.justice.gov.uk/courts/procedure-rules/civil/standard-directions/general/witness-statements>.

You must attach your evidence to the witness statement. When referring to the evidence in the statement, you must state "I refer to exhibit [AB 1]" (A.B being the initials of the witness and 1 being the first piece of evidence. The next reference will be to exhibit AB 2 and so on) Write the reference (AB 1 etc.) on the evidence and attach it to the statement.

If the defendant has made a *counter claim* against you, include anything you want to say about the *counter claim*.

Send a copy to the defendant and the court.

In the [location] COUNTY COURT

CLAIM NUMBER [number]

Between

MR [claimant name]

Claimant

and

MR [defendant name]

Defendant

and

Name of witness: [name]

Address of witness: [address]

[address]

[address]

[address]

Occupation of witness: [occupation]

Witness status: Claimant

Witness Statement of [name]

1. My name is [name] and I am a [student] attending [university]. I am [number] years old. My address is [current address].
2. On [date] I agreed to rent [address of rented property] (the Property) on an assured shorthold tenancy. The tenancy agreement is dated [date]. I refer to exhibit [initials of witness] 1 which is a copy of the tenancy agreement.
3. [The landlord of the Property [was] [is] the defendant] [The defendant [was] [is] the agent for the landlord]

4. On [or about] [date] I paid a deposit of £[number] to the [defendant] [agent]. I refer to exhibit [witness initials] 2 which is a copy of [evidence of payment].
5. [Insert in this paragraph the reason for your claim e.g. the defendant did not protect the deposit/ did not provide the prescribed information. Refer to any “exhibits” i.e. attachments of evidence]

I believe that the facts stated in this witness statement are true.

Signed

Dated [date]

[name of witness]

TENANCY DEPOSIT CLAIMS
17 COURTS SERVICE EXPLANATORY LEAFLETS

Please take a copy of any leaflet you need to use – do not remove them from this pack. All leaflets can be downloaded from <http://hmctsformfinder.justice.gov.uk/HMCTS/FormFinder.do>

EX50 – Civil and Family Court fees

EX160 – Application form for fee remission

EX160A – Do you have to pay court fees?

EX301 – Making a claim – for people who are in a dispute

EX302 – How to make a claim

EX303 – What the landlord or *agent* should do on receiving your claim

EX304 – What happens next after you have started a claim

EX306 – The small claims track

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