Sentinel Lettings

Tenancy Deposit Policy

Agency Details

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1	11/07/26	N/A	Original
2	20/01/26	All	Improve process and ensure RRA compliance.

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Tenancy Deposit Policy

1. Purpose

- This policy sets out how Tu Nguyen Management Limited trading as Sentinel Lettings ("the Agency") manages tenancy-deposit risk, supports landlords, and carries out any deposit-related tasks that fall within the service level purchased.
- • Protect the Agency from inadvertently assuming duties that are outside the agreed service.
- • Ensure landlords understand when they remain responsible for protecting the deposit and serving Prescribed Information.
- • Ensure that, where the Agency is expressly contracted to receive and register a deposit under Management PLUS, the Agency follows robust client-money, protection, service and record-keeping controls.
- • Promote fair, evidence-led deductions and timely deposit returns.
- • Prevent backdating, incomplete service, missed scheme deadlines and unsupported claims.
- • Maintain a clear audit trail showing who received the deposit, who held it, who protected it, who served the Prescribed Information and when.

See also: Inventory Policy and Tenant Compliance and Referencing Policy

2. Scope

This policy applies to private residential lettings in England managed by the Agency where tenancy-deposit protection legislation applies, including assured periodic tenancies (APTs). APTs replaced assured shorthold tenancies for the private rented sector from 1 May 2026, subject to statutory transitional and excluded-tenancy rules.

- Standard Management, where the landlord normally receives and holds the tenancy deposit.
- Management PLUS, where the Agency is expressly contracted in writing to receive and register the tenancy deposit.
- Existing or transferred tenancies where a deposit is already protected.

- All staff, contractors and directors involved in tenancy setup, check-in, check-out, deposit communications, deductions, transfers or disputes.

This is an internal operational policy. It does not create contractual rights for a tenant, landlord or other third party and does not expand the Agency's duties beyond the Terms of Business. It cannot exclude or transfer a statutory duty that the law independently places on the Agency or the Landlord.

Where this policy conflicts with applicable law, an authorised scheme's rules or a binding court order, those requirements prevail. Where the policy conflicts with the Terms of Business on the scope of the Agency's contracted service, the Terms of Business prevail, subject always to applicable law.

3. Legal Framework

- Housing Act 2004, Part 6, Chapter 4 (tenancy deposits), as amended.
- The Housing (Tenancy Deposits) (Prescribed Information) Order 2007, as amended.
- Tenant Fees Act 2019, as amended by the Renters' Rights Act 2025.
- Renters' Rights Act 2025 and the commencement/transitional rules applying from 1 May 2026.
- The rules of the government-authorised tenancy deposit scheme in use.
- Client Money Protection and client-account requirements where the Agency receives client money.
- UK GDPR and the Data Protection Act 2018 for records and personal data.

3.1 Core statutory principles

- Where deposit-protection legislation applies, the tenancy deposit must be money and must be dealt with in accordance with an authorised scheme.
- The scheme's initial requirements and the statutory protection deadline must be met within 30 calendar days of receipt.
- Prescribed Information must be given to the tenant and any Relevant Person within 30 calendar days of receipt.
- A Relevant Person is a person who paid the deposit on the tenant's behalf under arrangements made with the tenant.

- The deposit cap under the Tenant Fees Act is generally five weeks' rent where annual rent is below £50,000 and six weeks' rent where annual rent is £50,000 to £100,000. Properties above £100,000 annual rent are outside the Tenant Fees Act and must be referred to a Director.
- Non-compliance can expose the landlord to a court award of between one and three times the deposit and can affect possession proceedings.

4. Service Model and Responsibility

The correct service model must be confirmed in writing before the tenancy deposit is requested. Staff must not rely on assumptions based on previous tenancies or informal messages.

Task	Standard Management	Management PLUS
Request/receive tenancy deposit	Landlord directly. Agency should not request receipt into Agency accounts.	Agency may receive into approved client-money route.
Protect/register deposit	Landlord.	Agency, using the authorised scheme and within statutory/scheme timescales.
Complete/check Prescribed Information	Landlord is responsible. Agency may perform an administrative reasonableness check if separately requested.	Agency prepares/administers using landlord-supplied information, with internal verification controls.
Serve Prescribed Information	Landlord. Agency may provide a discretionary administrative service only where expressly agreed and the documents are complete and timely.	Agency serves within the agreed service and retains evidence.

Monitor scheme/deposit deadlines	Landlord. Agency has no continuing monitoring duty unless expressly agreed in writing.	Agency diaries and monitors deadlines falling within its contracted service.
Approve end-of-tenancy deductions	Landlord.	Landlord. Agency may advise but does not make the commercial decision for the landlord.
ADR / adjudication	Landlord responsible for decision and deadlines; Agency may assist if separately agreed.	Agency administers within agreed scope; landlord approves claim facts and deductions.
Coordinate end-of-tenancy deposit deductions and communications	Where deposit-return support forms part of the management service, the Agency coordinates the check-out evidence, prepares recommendations, seeks landlord instructions and communicates proposed deductions to the tenant. The landlord remains responsible for approving deductions and returning/releasing the deposit. If there is a dispute which cannot be resolved, it is for the landlord to progress the deposit return directly with the tenant.	The Agency coordinates the process and administers the deposit/scheme process within the agreed service. The landlord remains responsible for approving the factual basis and proposed deductions unless otherwise lawfully agreed.

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5. Standard Management - landlord-responsible deposits

5.1 Landlord responsibility

Where the deposit is paid directly to the landlord, or is otherwise received or ultimately held by the landlord or a third party other than the Agency, the landlord is responsible under the Terms of Business for:

- notifying the Agency of the exact date and amount received if the Agency is asked to provide any administrative support;
- protecting the deposit within the statutory deadline and complying with the scheme's initial requirements;
- selecting the correct scheme and protection type;
- preparing, completing, checking and, where required, signing/certifying the Prescribed Information;
- providing accurate legal landlord/entity details, tenant details and Relevant Person details;
- serving the Prescribed Information, scheme certificate and required scheme information within the statutory deadline;
- retaining proof of protection and service;
- repaying the deposit, approving deductions and meeting any scheme or court deadlines;
- obtaining legal advice and taking remedial action if the deposit has been protected or served late or incorrectly.

The landlord must nominate an appropriate contact route for end-of-tenancy deposit matters. Where the landlord holds the deposit, the landlord acknowledges that the Agency may notify the tenant that the landlord is the deposit holder and may forward repayment requests, disputes and other matters requiring action by the deposit holder to the landlord. The landlord must respond within the timescales set out in this policy.

The Agency acting as a communication channel does not transfer responsibility for holding, approving deductions from or repaying the deposit to the Agency.

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5.2 Agency administrative assistance

Administrative assistance under Standard Management is not guaranteed and does not change the deposit holder. If the Agency agrees to assist, the service is limited to the written task agreed. The Agency may rely on the information and documents supplied by the landlord and will not be treated as having verified their legal sufficiency merely because the Agency have checked for obvious omissions.

No Agent may state that the Agency has 'approved', 'certified' or 'legally checked' a landlord's deposit documents unless that wording has been expressly authorised by a Director following legal review.

This section relates principally to statutory deposit protection, registration, Prescribed Information and associated compliance administration. Where the Agency's contracted management service includes check-out management, evidence collation, proposed deductions or tenant communications, the Agency must follow the end-of-tenancy process and internal service standards in Section 9. This does not transfer responsibility for holding, approving deductions from, or repaying the deposit from the landlord to the Agency.

5.3 Mandatory internal cut-off for Agency service

LATE OR INCOMPLETE LANDLORD DOCUMENTS

Where the landlord is responsible for the deposit, the Agency WILL NOT serve or purport to serve Prescribed Information, a deposit certificate or scheme documents on the landlord's behalf if the documents are incomplete, unsigned where a signature/certification is required, inconsistent, inaccurate on their face, or supplied after the Agency's internal Day 21 cut-off. The landlord must serve the documents directly and obtain independent legal advice where appropriate.

For Agency administrative service to be considered under Standard Management, the complete service pack must be received no later than 21 calendar days after the landlord received the deposit. Day 21 is an Agency risk-control deadline, not the statutory deadline.

- If the Agency is not told the actual deposit receipt date, the Agency will not undertake service.
- If any required document or Relevant Person detail is missing at Day 21, the Agency will not serve the pack.

- If the pack arrives after Day 21, the Agency will not serve it, even if some time remains before the statutory Day 30 deadline. The landlord remains free to take its own compliant steps.
- If the statutory deadline has already expired, the Agency will not backdate documents, alter dates, create false proof of service, or describe late service as timely compliance.
- The Agency may send factual guidance or copies back to the landlord, but must not send late/incomplete documents to the tenant or Relevant Person as the landlord's service agent.
- Any exception proposed for a genuinely unusual legal circumstance must be approved in writing by a Director following legal advice; staff must not make ad-hoc exceptions.

5.4 Reasonableness check

Where a complete pack is received by Day 21 and the Agency agrees to provide administrative service, Agents will carry out a limited reasonableness check for obvious issues only, including:

- deposit amount and property address;
- tenant names and contact details;
- Relevant Person details, where applicable;
- legal landlord/owner name and contact details;
- scheme name and deposit reference;
- obvious blank mandatory fields, inconsistent dates or mismatched names;
- evidence that the Prescribed Information has been signed/certified where required by the form/scheme.

The check is not a legal opinion. Responsibility for the accuracy, completeness and validity of landlord-provided documents remains allocated in accordance with the Terms of Business, subject to any liability that cannot lawfully be excluded.

5.5 If non-compliance is discovered

- Escalate to a Director on the same business day.
- Create a written incident note recording dates, documents received, advice given and action taken.
- Notify the landlord factually and in writing.
- Do not suggest backdating or retrospective evidence.

- Direct the landlord to obtain independent legal advice on remedial steps and possession implications.
- Preserve all records and communications under a legal hold if a claim or complaint is threatened.

6. Management PLUS - Agency-received and Agency-registered deposits

The Agency will only receive and register a tenancy deposit where Management PLUS has been expressly selected and confirmed in writing. This section recognises that the Agency has direct operational and statutory responsibilities when it actually receives and administers the deposit.

6.1 Preconditions before payment instructions are issued

- Signed Terms of Business and confirmed Management PLUS service level.
- Completed landlord onboarding and all information needed for the deposit registration.
- Final tenancy details, legal landlord/entity details and tenant contact details.
- Details of every Relevant Person who contributed to the deposit.
- Correct deposit amount checked against the applicable cap.
- Approved client-money/payment instructions only.

Agents must not ask a tenant to pay a tenancy deposit into an Agency account under Standard Management. If a deposit is received by the Agency in error, Agents must immediately segregate and escalate it as client money; it must not simply be forwarded without a Director deciding the compliant handling route.

6.2 Receipt and client-money control

- Deposits received by the Agency must be paid only through an approved client-money route and never into an operating or personal account.
- No cash, crypto-assets or non-monetary property will be accepted as a tenancy deposit by the Agency.
- The receipt date, amount, payer, property and tenancy must be recorded on the deposit register on the same business day.
- Client-money reconciliation and CMP requirements must be followed.

- Any unexplained third-party payment or mismatch must be escalated before funds are moved.

6.3 Protection and service

The Agency's current operating model uses an authorised custodial tenancy deposit scheme. The authorised scheme may be changed by a Director.

- Internal target: register/protect the deposit as soon as practicable and normally within 5 working days of cleared receipt, always within the statutory deadline.
- Internal target: complete and serve the Prescribed Information promptly after protection and in all cases within the statutory deadline.
- Serve the tenant and every Relevant Person required by law.
- Use the current scheme documents and information leaflet.
- Retain evidence of service and, where required, evidence that the tenant was given the opportunity to sign/confirm the information.
- Diarise any scheme or statutory follow-up date.

6.4 Two-person verification

Before Prescribed Information is served under Management PLUS, a second trained person or AI Agent should verify the core data wherever practicable. The check must cover the deposit amount, receipt date, property, landlord/legal entity, tenant names, Relevant Person details, scheme reference and mandatory fields.

Where a deadline is at risk, the matter must be escalated to a Director immediately. The existence of missing landlord information is not a reason to ignore an approaching statutory deadline.

7. Transfers, takeover of management and changes during a tenancy

Deposit transfers are scheme-specific. Agents must not assume that a change of managing agent requires a new registration or a bank transfer in every case.

- Identify the existing scheme, protection type, deposit reference, current holder and actual amount before doing anything.
- Obtain the existing protection certificate and evidence of current status.

- Use the current authorised scheme's transfer/change-of-agent process. Where a member-to-member transfer is available, use that process rather than creating unnecessary duplicate registrations.
- If the deposit is moving between schemes or protection types, follow both schemes' transfer requirements and ensure continuity of protection.
- Update the scheme record for changes in landlord, managing agent, tenant, deposit amount or other prescribed details within the timescale required by the scheme.
- Where the protection scheme or prescribed information changes, issue revised information as required by law and scheme rules.
- Do not transfer deposit money to a new agent, landlord or bank account based only on emailed bank details. Verify payment details through the authenticated scheme portal or another independently verified channel.
- Keep the full transfer audit trail, including the old and new references and confirmation of receipt by the new scheme/holder.

8. Inventory and evidence standards

This policy should be read with the Inventory Policy. Deposit claims must be evidence-led. The Agency's inventory and communication records support a claim but do not guarantee that a scheme adjudicator or court will award a deduction.

- Check-in and check-out records should be clear, dated and comparable.
- Photographs and videos must be retained in the tenancy file.
- The landlord must provide evidence of age, quality, original condition and cost where this is material to a claim.
- The Agency is not responsible for evidential weaknesses caused by missing historical records, undocumented improvements, unavailable invoices, delayed landlord instructions or facts that were never reported to it.

9. Deposit deductions and repayment

9.1 Agency role

The Agency may review the evidence and provide a non-binding professional recommendation. The landlord remains responsible for approving the proposed deductions

in writing. The Agency must not present its recommendation as a guaranteed or adjudicated entitlement.

Where the Agency is managing the check-out and deposit-return communication, a named Agent must take responsibility for coordinating the deposit case from check-out until the Agency's role is complete.

The Agent's responsibility includes monitoring outstanding evidence, obtaining quotations where reasonably required, preparing the Agency's recommendation, obtaining landlord instructions, keeping the tenant updated and recording progress.

This case-management responsibility does not mean that the Agency holds the deposit or assumes the landlord's legal responsibility for approving deductions or repaying it.

9.2 Four-part deduction test

Test	Requirement
1. Obligation	Identify the tenancy obligation said to have been breached.
2. Change in condition	Show that the item/area is worse at check-out than at check-in.
3. Causation	Show that the deterioration is more likely attributable to the tenant/occupier than to fair wear and tear, inherent defect, maintenance failure or pre-existing condition.
4. Reasonable loss	Evidence the actual reasonable loss and apply fair wear and tear, betterment and apportionment.

9.3 Timings

Action	Responsible party	Internal target	Legal/scheme position
Record deposit receipt date	Person receiving deposit / Agency if PLUS	Same business day	Drives the 30-day protection/service deadline
Protect/register deposit	Landlord (Standard) / Agency (PLUS)	PLUS: normally within 5 working days	No later than 30 calendar days where legislation applies
Complete pack to Agency for courtesy service	Landlord (Standard)	By Day 21	Agency internal cut-off; not the statutory deadline
Serve Prescribed Information	Landlord (Standard) / Agency (PLUS)	Promptly	Within 30 calendar days where legislation applies
Post-check-out deposit status email	Agency	Within 2 working days of check-out/report completion	N/A
Review check-out and identify whether deductions may apply	Agency	Within 2 working days of completed check-out report	N/A
Send preliminary evidence summary/recommendation to landlord	Agency	Within 5 working days of check-out where reasonably practicable	N/A
Send proposed deductions to	Agency	Within 2 working days of landlord approval	N/A

tenant after landlord approval			
Provide progress update where case remains unresolved	Agency	At least every 7 calendar days	N/A
Landlord confirms proposed deductions	Landlord	Normally within 7 working days of evidence summary	Subject to scheme/dispute rules
Return agreed deposit / initiate repayment	Deposit holder / scheme process	Promptly	Deposit should be returned within 10 days of agreement

Any communication with the tenant must identify the deposit holder, scheme/protection type and repayment route, and explain the Agency's role in the process.

These are internal service targets rather than statutory deposit-return deadlines. Where a target cannot be met, the reason must be recorded and the tenant must be updated before the target expires.

9.4 Disputed and undisputed sums

- Any undisputed portion should be released promptly in accordance with the scheme rules.
- No deduction is to be treated as finally agreed unless the tenant agrees, the scheme determines it, or a court/order provides for it, as applicable.
- Where quotes are needed, they should be itemised and obtained promptly. The Agency is not required to obtain multiple quotations solely to maximise a deposit claim unless separately agreed.
- Prolonged delay must be explained to the tenant and landlord with clear updates.

9.5 Agreement and return of deposit

- The law does **not** specify how quickly the landlord and tenant must reach agreement on the amount of deposit to be returned.

- However, once agreement is reached, the landlord must arrange for the deposit to be repaid in accordance with scheme rules **within 10 days**.
- From a practical perspective, tenants often rely on their deposit to secure their next home. The Agency will therefore **encourage landlords to reach a clear decision within 7 working days of check-out**, where reasonably practicable.

9.6 Contractor quotes and delays

- Where contractor quotes are required to evidence and justify proposed deposit deductions, they should be requested **promptly**.
- As a general guide, the Agency will aim to obtain at least one quote **within 14 days of check-out**.
- Agent to communicate pro-actively with the tenant and if there are deductions likely, suggest what the minimum it could be, pending official quotes.
- Where this is not possible (for example, due to contractor unavailability, the need for multiple specialist quotes, or complex works), the Agency will:
    - Inform both landlord and tenant of the reason for the delay; and
    - Provide updated expected timeframes; or
- Prolonged or unexplained delays in obtaining quotes or making decisions may increase the risk of the tenant referring the matter to the deposit scheme's dispute service.
- The Agency must not delay communicating proposed or provisional deductions solely because remedial works have not yet been completed or because a final contractor invoice has not yet been received.
- Where there is sufficient check-out evidence and a reasonable written quotation or estimate, this may be used to formulate a proposed deduction, subject to landlord approval and any subsequent adjustment required by better evidence.
- The contractor's availability to carry out the works is separate from the deposit-return timetable and must not, by itself, delay the deposit process.

9.7 Managing prolonged delays

Where there are genuine factors **beyond the control of the landlord or the Agency** (for example, limited contractor availability, insurance investigations, or access issues) that cause prolonged delays:

- It may be in everyone's interests to agree a **reasonable estimated deduction or interim arrangement**, rather than retaining the entire deposit until final invoices are available.
- The Agency will discuss options with the landlord and, where appropriate, with the tenant, to facilitate a fair and pragmatic outcome.

9.8 Communication with tenants

Tenants must **not** be left waiting indefinitely. The landlord and Agency must ensure:

- The Agency must provide the tenant with an initial deposit-position update following check-out and thereafter provide an update at least every 7 calendar days while the deposit position remains unresolved.
- An update must still be provided where there has been no substantive change. It should explain what is outstanding, who the Agency is waiting for and the next expected step.
- The tenant should not ordinarily need to chase the Agency to find out what is happening with their deposit.
- There is documented evidence of attempts to obtain quotes and resolve matters promptly.
- Any **undisputed portion** of the deposit is released without unnecessary delay, in line with scheme rules.

Following check-out, the Agency must confirm from the tenancy records, Prescribed Information and/or scheme documentation:

- the tenancy deposit scheme;
- whether protection is insured or custodial;
- who currently holds or controls the deposit; and
- the applicable repayment route.

The tenant's initial post-check-out communication must clearly identify who holds the deposit and explain the respective roles of the Agency, landlord and deposit scheme.

Where the landlord or another third party holds the deposit under Standard Management, the Agency does not hold or control the deposit and cannot itself release or repay it. The deposit holder remains responsible for approving and making any repayment and for taking any action required of the deposit holder under the relevant scheme rules.

The Agency may coordinate check-out evidence, provide recommendations on deductions, communicate proposals and forward repayment requests without assuming responsibility for holding or repaying the deposit.

A request which requires the release, repayment or scheme action by the deposit holder must be passed to or dealt with by the deposit holder.

Questions relating to the Agency's check-out report, evidence, communications or service remain the responsibility of the Agency and must not be redirected solely because the Agency does not hold the deposit.

A complaint concerning the landlord's failure to release or repay a landlord-held deposit should be directed to the landlord/deposit holder and, where appropriate, the relevant tenancy deposit scheme. Any element of a complaint concerning the Agency's own service must be dealt with under the Agency's Complaints Procedure.

Agents must not state that the landlord, tenant or Agency is required to initiate a particular scheme process unless this has been confirmed against the applicable protection type and current scheme rules.

9.9 Case Ownership, Escalation and Closure

Each managed end-of-tenancy deposit case must have a named responsible Agent.

Where proposed deductions have not been communicated to the tenant within **14 calendar days of check-out**, the responsible Agent must review and record the reason for the delay.

Where the matter remains unresolved after **21 calendar days**, or where the tenant has complained or formally requested repayment, the case must be escalated to the Lettings Manager or Director unless there is already a documented resolution plan.

The Agent must not close the deposit task merely because repair works have been instructed or a contractor has been booked.

The case may be closed from the Agency's workflow only when:

- the deposit position has been communicated to the tenant;

- any agreed repayment/release instruction has been passed to the deposit holder or scheme;
- any dispute has been referred into the appropriate dispute process; or
- responsibility has otherwise formally passed outside the Agency's contracted scope and this has been documented.

10. Deposit disputes and ADR

The Agency should try to resolve matters by clear, factual communication before formal adjudication where appropriate. The scheme's current rules govern eligibility, deadlines, evidence and whether ADR can be used.

- Under Standard Management, the landlord is responsible for deciding whether to pursue a claim and for meeting scheme/court deadlines. Detailed evidence-pack preparation is outside the standard service unless agreed in writing.
- Under Management PLUS, the Agency may administer the scheme process within the contracted service, but the landlord must approve the factual basis and amount of each proposed deduction.
- The Agency will not fabricate missing evidence, overstate loss, or submit documents known to be inaccurate.
- A recommended evidence pack should be indexed, itemised and cross-referenced to the specific check-in/check-out evidence, tenancy clauses and quotes/invoices relied on.
- Any opinion from the Agency is non-binding and does not guarantee the outcome.

11. Record-keeping, audit and legal hold

- Retain deposit certificates, Prescribed Information, proof of service, scheme correspondence, relevant-person details, inventories, photographs, landlord instructions, deduction calculations and dispute outcomes in the digital tenancy file.
- Retain deposit records for at least six years from the later of tenancy end, final deposit release or closure of any deposit dispute/claim, unless a longer period is required by law, insurer, regulator or legal hold.
- Where a complaint, claim or regulatory enquiry is threatened or active, do not delete or alter relevant records.

- Management PLUS deposits must appear on a central deposit register and be subject to periodic compliance review.
- A Director should review exceptions, missed deadlines and complaints to identify root causes and remedial training.

12. Deposit alternatives and holding deposits

A holding deposit is not the same as a tenancy deposit and is governed by the Agency's Holding Deposit Policy and the Tenant Fees Act. If a holding deposit is applied to the tenancy deposit, staff must record the correct statutory receipt date and ensure the tenancy-deposit process is triggered.

Where the Agency offers a deposit-replacement product such as Reposit, it must be offered as an optional alternative rather than a mandatory third-party product. No cash tenancy deposit should be taken for the same tenancy where the parties have elected a deposit-replacement product, unless the legal and product terms expressly permit it and a Director has approved the arrangement.

13. Agency protection and liability boundary

The Agency's support does not of itself transfer the landlord's contractual tenancy-deposit responsibilities under Standard Management. To the fullest extent permitted by law, the Agency is not responsible for loss arising from the landlord's late protection, non-protection, late or defective service, incomplete or inaccurate Prescribed Information, missed scheme deadlines, unsupported deductions or inaccurate instructions where the landlord or another third party received or held the deposit.

Nothing in this policy excludes liability that cannot lawfully be excluded, and nothing permits the Agency to avoid responsibility for its own negligence, breach of contract, wilful default or statutory duty. The Terms of Business govern contractual limitation and indemnity provisions.

- Agents must not accept oral instructions that materially change deposit responsibility.
- Any agreed change in service level must be confirmed in writing before the Agency receives or registers a deposit.
- No reminder, courtesy email or administrative check should be described as the Agency assuming the landlord's statutory obligations.

- No employee or contractor may admit liability, settle a deposit-compliance claim or agree compensation without Director approval.

See also: Terms of Business; Inventory Policy; Tenant Compliance and Referencing Policy; Holding Deposit Policy; Client Money/CMP procedures; relevant authorised scheme rules.

10. Appendix

1. Template Email to Landlord: Missing or Incomplete Deposit Registration / Prescribed Information

Subject: Urgent: Deposit Compliance – Action Required to Avoid Risk of Claim

Dear [Landlord's Name],

I hope you're well.

I wanted to flag something important regarding the deposit for **[property address]**.

As per the **Housing Act 2004**, the deposit must be:

1. Registered with a government-approved scheme **within 30 calendar days** of receipt; and
2. Accompanied by the **Prescribed Information**, which must be fully completed and served to the tenant within the same 30-day period.

Currently, we have not yet received either:

- Confirmation that the deposit has been protected; and/or
- The completed Prescribed Information and Deposit Certificate (with all required details, such as your contact number).

Failure to complete and serve this correctly may place you in breach of your legal obligations. Even seemingly minor omissions such as leaving the telephone number blank can invalidate the Prescribed Information. This may enable the tenant to:

- Make a legal claim for up to **three times the value** of the deposit; and
- Hinder the eviction process for possession.

For your reference:

Statutory Instrument - The Housing (Tenancy Deposits) (Prescribed Information) Order 2007**,** Section 2(g)(iii): https://www.legislation.gov.uk/uksi/2007/797/article/2/made

Further guidance:
https://www.citizensadvice.org.uk/housing/deposits/taking-your-landlord-to-court-if-they-havent-followed-the-deposit-rules

We fully appreciate that some landlords prefer not to share direct contact details with tenants. However, the regulations do give tenants the right to request this information in any case, and the Prescribed Information must be complete to remain valid. Should you wish to proceed without the Prescribed Information fully completed, we kindly request that you issue them directly to the tenant yourself. Unfortunately the agency is unable to issue non-compliant documents on your behalf.

In accordance with our **Terms of Business**, please note that **the agency does not accept liability for any non-compliance** where deposit protection or prescribed information obligations have not been met in full by the landlord.

While the final decision is yours, our role as your agent is to ensure you are fully informed of the potential legal risks. We are here to support you with completing this process promptly.

Please let me know how you'd like to proceed or if you need help completing any of the documents.

Kind regards,
[Your Name]
Tu Nguyen Management

2. Post-check-out initial update

Hi [Name],

Thanks for completing your check-out at [property].

Just to explain what happens with your deposit from here, your deposit of £[amount] is protected with [scheme] and is **held by your landlord, not Sentinel Lettings**. This means we cannot release or repay the deposit ourselves.

We will now review the check-in and check-out evidence and, where necessary, obtain information or quotations relating to anything noted at check-out. If any deductions are proposed, we will send these to you with the supporting information once the landlord has confirmed their position.

The landlord, as the deposit holder, is ultimately responsible for authorising and making any repayment and for taking any action required of them under the deposit scheme.

You do not need to chase the landlord separately at this stage. If you would like to request repayment of your deposit, please reply to this email and we will forward your request to the deposit holder and keep a record of it.

We will update you again by **[date]**, even if we are still waiting for further information.

If you have any questions about our check-out report, the evidence we have provided or Sentinel's service, please continue to contact us.

If you disagree with any deductions that are eventually proposed and the matter cannot be resolved, you will also have access to the dispute process provided by [scheme].

3. Waiting for quote/landlord

Just an update on your deposit. We're currently awaiting [quotation/landlord confirmation] in relation to [item]. We have not forgotten about the deposit and will update you again no later than [date].

4. Waiting for quote/landlord

We need your instructions on the proposed deductions below. Please respond by [date]. The tenant is awaiting return of their deposit and we need to progress the matter promptly. If we don't hear from you, the case will be escalated internally in accordance with our Tenancy Deposit Policy.

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5. Landlord Deposit Reminder

Subject: Tenancy deposit responsibilities – [property address and room]

Dear [Landlord's name],

Following our WhatsApp confirmation of the deposit payment for the tenancy below, I wanted to remind you of your responsibilities as the person responsible for protecting and administering the deposit.

Tenant: [Tenant's full name]
Property: [Full property address and room number]
Tenancy start date: [Date]

Please ensure that the deposit is protected with a government-approved tenancy deposit scheme and that the complete prescribed information and any required scheme documents are provided to the tenant and any relevant third party who paid the deposit on their behalf.

These steps must be completed within 30 calendar days of the deposit being received. The period runs from the date of receipt, not the tenancy start date or this reminder.

You can find guidance on the requirements and approved schemes here: https://www.gov.uk/tenancy-deposit-protection.

Please also follow your chosen scheme's guidance on completing and serving the documents.

When you send the documents, please copy lettings@sentinellettings.co.uk, or send us copies afterwards for our records. Please note that copies held by us are for record-keeping only and will not be checked or approved by the Agency.

This is a one-off reminder. As you are responsible for protecting and administering the deposit, please make your own arrangements to ensure the requirements are met. We will not send further reminders or monitor compliance. This does not alter our existing contractual or legal obligations.

If you have any questions about the requirements, please contact your tenancy deposit scheme or seek independent advice.

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Kind regards,
Rafael
Sentinel Lettings

[Lettings Coordinator should confirm the correct landlord, property, tenancy and responsibility before sending. If the deposit was first received by the agency or someone else, the 30-day clock is not automatically restarted when it is transferred to the landlord.]