



Department for
Communities

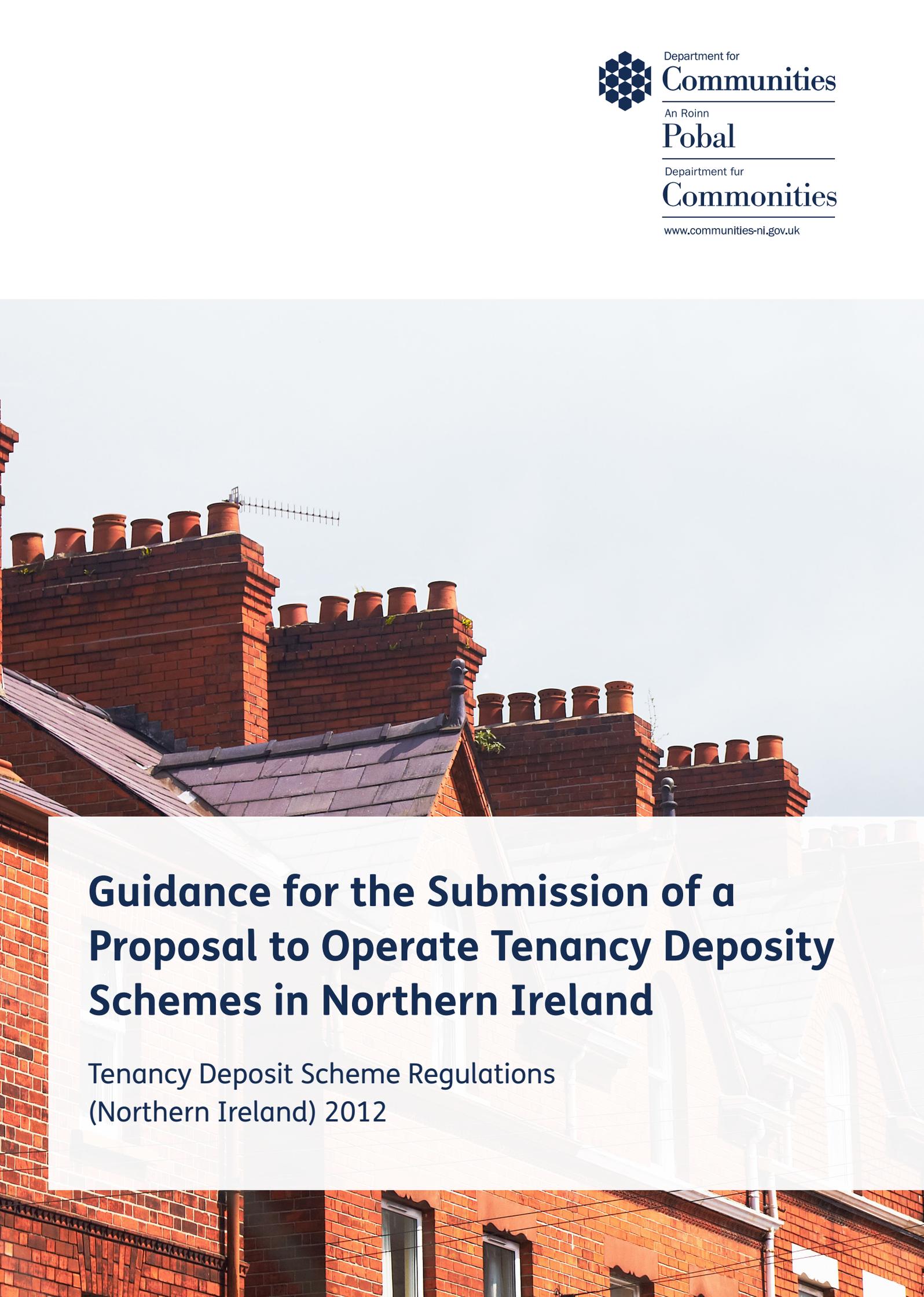
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Department for

Communities

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Guidance for the Submission of a Proposal to Operate Tenancy Deposit Schemes in Northern Ireland

Tenancy Deposit Scheme Regulations
(Northern Ireland) 2012

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1. Background

- 1.1 Following approval by the Northern Ireland Assembly, the **Tenancy Deposit Schemes Regulations (Northern Ireland) 2012** (“the Regulations”) came into force on 1 November 2012. The Regulations set out the framework for the approval of mandatory tenancy deposit schemes to operate in Northern Ireland.
 - 1.2 The Department for Social Development (now the Department for Communities) considered proposals for the operation of tenancy deposit schemes and assessed them against the requirements for approval set out in the Regulations. Appointments were made covering up to 31 July 2023.
 - 1.3. The Department for Communities (DfC) will consider proposals for the operation of the tenancy deposit scheme to cover from 1 August 2023.
- Proposals must be submitted to the Department at any time up to and including the closing date of 12 June 2023.**
- 1.4 This document is provided by way of assistance to those who have an interest in submitting proposals for the operation of tenancy deposit schemes in Northern Ireland, under the Tenancy Deposit Schemes Regulations (Northern Ireland) 2012.
 - 1.5 The content of this document highlights the key areas that must be addressed by every proposal that is submitted to DfC. However, it is the responsibility of each interested party, in assembling a proposal, to ensure that they satisfy every element required by the Regulations.

2. General information

- 2.1 Only information provided as part of a formal proposal will be evaluated. Proposers should develop their proposal on the basis that DfC will have no prior knowledge of their organisation.
- 2.2 Supplementary documentation may be attached to the proposal, but such material must be clearly marked with the name of the organisation and the part of the proposal to which it relates.
- 2.3 Proposals must demonstrate that all the requirements of the Regulations are satisfied. Please note that DfC may require clarification of points in the proposal or ask for additional information. However, DfC are under no obligation to do so.
- 2.4 The proposal should be submitted by an individual within the organisation, company or partnership who has authority to act and answer on behalf of that organisation, company or partnership.
- 2.5 Proposers should be aware that erroneous or incorrect information may have a negative impact on the suitability of the proposal for the operation of a tenancy deposit scheme to be approved.
- In the case where the error or misrepresentation is not discovered until after 'Approved' status has been awarded, DfC reserve the right to review that status.
- 2.6 If applying on behalf of a consortium, please list the names and addresses of all other members of the consortium. 'Approved' status will normally be awarded to the nominated lead organisation and all members of the consortium. It will be for members of the consortium to sort out their respective duties and liabilities. For administrative purposes, any associated documentation will be sent to the nominated lead organisation.
- 2.7 In respect of a proposal which includes a consortium or sub-contractors, it is the lead organisation that completes and submits the proposal. DfC reserve the right to request further information in respect of the lead organisation and/or partnering organisations should it be deemed necessary for evaluation purposes.

3. Application form

- 3.1 The purpose of the application form is to seek background information about the individuals or organisations proposing to operate a mandatory tenancy deposit scheme in Northern Ireland.
- 3.2 All information requested in the application form should be provided in the order and format of the respective parts of the application form and attached and returned with the main proposal.

4. Freedom of information

- 4.1 The Freedom of Information Act 2000 (FOI Act) designates the Northern Ireland Assembly as a public authority and therefore subject to the provisions and obligations in that Act. This means that any person who makes a valid request for information held by the Department will be entitled to receive it unless all or part of that information can be withheld by virtue of the exemptions in that Act.

Even if an exemption is available the Department may nevertheless disclose requested information. Information held cannot simply be classified as “confidential” or “commercial in confidence” to enable it to be protected from disclosure.
- 4.2 As part of our responsibility under the Act the Department may be required to disclose any information held relating to your response to anyone who makes a request under that Act. Such information may only be withheld if it meets one or more of the exemptions or requirements in that Act.
- 4.3 The Department may publish the names and contact details of companies who have submitted proposals for the operation of tenancy deposit schemes on its website.
- 4.4 Information may also be requested from the Department under the Data Protection Act 1998 and the Environmental Information Regulations 2004.

5. UK General Data Protection Regulation (UK GDPR) and Privacy Impact Assessments (PIA)

The supplier should ensure full compliance with the Department's UK GDPR policy.

UK GDPR Clause Definitions:

Data Protection Legislation: (i) the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the UK GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss, alteration and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

UK GDPR: the UK General Data Protection Regulation

LED: Law Enforcement Directive

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

Sub-processor: any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement

Data Protection

- 5.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor unless otherwise specified in the description below. The only processing that the Processor is authorised to do is listed in the description by the Controller and may not be determined by the Processor.
- 5.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 5.2 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 5.3 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- e) process that Personal Data only in accordance with the description below, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - f) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - i) nature of the data to be protected;
 - ii) harm that might result from a Data Loss Event;
 - iii) state of technological development; and
 - iv) cost of implementing any measures;

- g) ensure that :
 - i) the Staff do not process Personal Data except in accordance with this Agreement (and in particular listed in the description);
 - ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - A) are aware of and comply with the Processor's duties under this clause;
 - B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- h) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - ii) the Data Subject has enforceable rights and effective legal remedies;
 - iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- i) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

- 5.4 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:
- j) receives a Data Subject Request (or purported Data Subject Request);
 - k) receives a request to rectify, block or erase any Personal Data;
 - l) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - m) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - (n) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (o) becomes aware of a Data Loss Event.
- 5.5 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 5.6 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 5.4 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- p) the Controller with full details and copies of the complaint, communication or request;
 - q) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - r) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - s) assistance as requested by the Controller following any Data Loss Event;
 - t) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

- 5.7 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- u) the Controller determines that the processing is not occasional;
 - v) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - w) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 5.8 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 5.9 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 5.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- x) notify the Controller in writing of the intended Sub-processor and processing;
 - y) obtain the written consent of the Controller;
 - z) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - aa) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 5.11 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 5.12 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 5.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Conducting privacy impact assessments code of practice (ico.org.uk)

Processing, Personal Data and Data Subjects

This shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this shall be with the Controller at its absolute discretion.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 1.1.
Subject matter of the processing	<p>Personal and Organisation names and contact details may be given to the contractor in the course of engagement with the groups as set out in prescribed in the Private Tenancies Act 2022.</p> <p>The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a report on this engagement.</p>
Duration of the processing	The processing should not last longer than the 16 weeks the contact is in place.
Nature and purposes of the processing	<p>The nature of the processing may include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purpose of the processing is to assist in the collection of responses through engagement with representatives of tenants, landlords, district councils and any other groups or individuals who respond to the contractors call for engagement.</p>
Type of Personal Data being Processed	Names, addresses, email addresses and telephone numbers may be collected through the engagement process.
Categories of Data Subject	Members of the public, organisations representing landlords or tenants and representatives of district councils.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	The data should be destroyed at the end of the contract once the final report has been provided to the Department (16 weeks after contract start date).

6. Proposal specification

6.1 Annex A of the application form contains frequently asked questions. Proposers may find it helpful to refer to as proposals are developed.

6.2 Aside from the requirement to complete the application form there is no standard template for the submission of the proposal itself. However, proposals must provide sufficient information to satisfy the Department that all the requirements set out in the Regulations are complied with, clearly setting out the arrangements for operation of the scheme and how the business model will enable a viable and sustainable service. In order of the Regulations, the proposal should address the points 6.3 – 6.43.

Appointment of Scheme Administrator (Part 2 of the Regulations)

6.3 Proposals must include a declaration about whether any of the matters outlined in regulation 3(2) apply to any person proposing to act as a scheme administrator. This includes any offences involving fraud or other dishonesty; declarations of bankruptcy; or disqualifications from being a director of a company. Any relevant matters must be declared within the proposal. This requirement is separate from, and in addition to the information required by the application form.

Description of Schemes (Part 3 of the Regulations)

Types of schemes (Regulations 6-8)

6.4 Submissions must demonstrate that the proposed scheme is based on a model as set out in Regulations 6-8. A detailed description of the scheme model and how it will be administered should be given, including use of IT systems, details of how customer data will be processed and maintained, and the terms and conditions that will apply to tenants and landlords.

Agents

6.5 Agents must not be prevented from being able to act on behalf of a landlord in connection with the duties relating to tenancy deposits. Proposals should specify any particular procedures that will apply to enable an agent to access scheme services on behalf of a landlord and how the scheme will ensure that, where an agent is acting, the details of both the landlord and agent are obtained.

Geographical coverage

6.6 Proposals must show how the scheme will provide a national service that is available and accessible to all eligible landlords operating in Northern Ireland. Details of the proposed location(s) for the administration of the scheme, including the dispute resolution mechanism should be included.

6.7 Details of available customer service facilities and complaint procedures must be included -

- information about any locations of offices and contact centres and proposed staffing levels;
- how tenants and landlords will be able to contact the scheme administrator and access the various services available to them;
- policies and procedures in place to handle projected call and contact volumes; and
- strategies for dealing with fluctuations in customer contact.

Financing and Accountability Requirements (Part 4 of the Regulations)

Operational Arrangements (Regulation 9)

6.8 The tenancy deposit schemes must be able to operate without any financial subsidy from the taxpayer. Proposals should include a business case that demonstrates that the intended scheme is financially viable and sustainable, and that adequate safeguards are in place to protect the pool of deposits.

Business Case: Evidence that should be provided

6.9 A business case that outlines the overall projected set up costs of the scheme: including the cost of acquiring premises, recruitment and staff training, development and acquisition of information technology (IT) and other equipment, publicity and awareness raising, including the required information leaflet for tenants and landlords; and the setup costs of administrative processes such as the mechanism for dispute resolution and the customer complaints service. Details of the proposed governance and staffing structure, including projected staff numbers must be included.

6.10 The business case must include budget forecasts and projected income and expenditure for a minimum period of 3 years from the proposed date of operation. The business case must demonstrate that there are sufficient and appropriate resources and adequate insurance cover in place to support the scheme model. It must give details of the minimum level of deposits required to be lodged or protected to support a sustainable scheme, and the steps that will be taken to achieve that level. The business case must also include contingency plans for dealing with fluctuations in business e.g. increased deposit transactions and disputes in line with academic year.

6.11 Proposers should provide details of their own independent research to support the assumptions made as part of the business case. Details of the research and statistics on which the business case is based should be referenced.

6.12 The proposal must indicate the timescale in which the scheme expects to be ready to accept and safeguard or protect deposits, starting from 1 August 2023. Proposers may wish to consider the indicative timescales shown at paragraph 9.1 for completion of the evaluation process when developing the timescale.

- 6.13 A full risk assessment to identify and manage all risks to the scheme and its participants must be included.
- 6.14 Information about any links to other businesses or parent companies and what impact this has on the business case is required. It is important that the proposed scheme is not compromised by connections to other businesses or parent companies and that the deposit pool is safeguarded at all times. Details of how the scheme administrator will cover risks associated with their connection to other businesses or parent companies should be included as part of the risk assessment.
- 6.15 Details of any aspects of the scheme's operation that will be outsourced, including set up and running costs must be set out. Information about the strategies that the scheme administrator will employ to manage outsourced parts of the business should be provided. Details of how the scheme administrator will cover risks associated with outsourced elements of the business should be included as part of the risk assessment.
- 6.16 The business case should include details of how 'flash points' will be managed without adversely affecting the scheme's liquidity and sustainability.
- Examples might include high volumes and values of deposit funds which may be received or repaid at peak times such as at the beginning and end of the academic year.
- 6.17 The Regulations permit more than one scheme to be approved. Therefore, the proposal should demonstrate that the business plan takes account of the possibility of a shared marketplace, and the potential impact of a shared deposit pool on the ability of the scheme to generate income, and be sustainable.
- 6.18 The Business Plan must show how it will enable the scheme to achieve sufficient income to pay for its running costs, and over what time scales this is expected to be achieved. Evidence of the working capital required and available to support the operation of the scheme from the date of approval until such time as it is able to become self-financing must be provided in the form of a Management Strategy.
- 6.19 The proposal should show over what period the Management Strategy will run, and what the terms for accessing deposit funds will be. The arrangements should not compromise the scheme administrator's ability to access and return deposits at any time, if necessary.

Protection of deposits in the event of scheme failure

- 6.20 Proposals must demonstrate that the deposit funds and the deposit pool will be protected for both tenants and landlords, and available for repayment, in the event that the scheme ceases to operate. Proposals should include a detailed description of procedures for ensuring that deposits lodged in a custodial scheme or protected in an insurance scheme will be safeguarded and available for repayment, should the scheme cease to operate for whatever reason.
- 6.21 Proposals should include details of the procedures for identifying the risk of imminent scheme failure or ending of operations and giving early notice to the Department, landlords and tenants. The protection of deposits in the event of scheme failure must be included as part of the risk assessment.

Designated Accounts (Regulation10)

- 6.22 The Regulations require the use of one or more designated accounts. Proposals should give an indication as to the number of designated accounts that the scheme administrator intends to maintain, the purpose of each account, and under what circumstances funds will be withdrawn or transferred from those designated accounts.
- 6.23 Details of how the scheme administrator intends to ensure that the accounting and administrative requirements will be met must be demonstrated.
- 6.24 Proposals should include information on how the scheme administrator intends to use or distribute any income accrued from interest earned on the deposit pool that is in excess of the amount needed to repay or protect deposits and operate the scheme.

Procedures for safeguarding and repaying deposits (Part 5 of the Regulations)

- 6.25 Proposals should include information on the type of scheme (whether custodial or insurance), the rules of that scheme and procedures with which landlords and tenants will be required or expected to comply. For example the scheme rules and procedures for landlords to apply to participate in a scheme, the protection or submitting of deposits, and how to apply for deposits to be repaid. The scheme rules should include details about what information landlords need to provide to the scheme administrator in compliance with regulation 12(a) and to the tenant in compliance with regulation 12(b).
- 6.26 Proposals should outline what policies the scheme administrator will put in place to ensure their compliance with other relevant legislation such as that relating to storage and protection of personal data held by the scheme. Proposals should also include information on the policies and procedures in place to cover the prevention of fraud or money laundering.
- 6.27 Proposals should give details on how the scheme administrator intends to communicate with tenants and landlords, including copies of any available templates or letters that will be used where specific information or notification is required to be given by virtue of the Regulations e.g. the issue of written confirmation that a deposit has been received and paid into a designated account or that a deposit has been protected in an insurance scheme.
- 6.28 The scheme administrator should also indicate how long it will take to pay deposits under a custodial scheme into a designated account, or if they propose to operate an insurance scheme how long it will take to pay the fees and/or insurance premium into a designated account on receipt of payment by the landlord.
- 6.29 If the scheme administrator intends operating both the custodial and the insurance schemes they should show how they propose to administer each scheme separately and the proposed banking details such as the separate accounts required for each scheme.

Dispute Resolution Mechanism (Part 6 of the Regulations)

- 6.30 A key part of the operation of tenancy deposit schemes is the provision of access to a free and independent dispute resolution mechanism. Therefore, proposals must include the details listed in paragraph 6.31.
- 6.31 A detailed description of the proposed mechanism for dispute resolution (including review of decisions), in particular, details of the number of anticipated disputes and reviews; the cost of set up and operation of the service; the number of adjudicators; processes for ascertaining whether attempts have been made to resolve the dispute without recourse to dispute resolution; processes for gathering evidence, undertaking adjudications and notifying decisions; processes for considering, accepting and rejecting requests for a review; procedures for undertaking and notifying review decisions; and procedures for collecting and processing information.
- 6.32 Proposals should also include information on the scheme rules that tenants and landlords must comply with in relation to dispute resolution and review, including the types of evidence that they must provide in support of their position in the event of a dispute.
- 6.33 A demonstration of how the intended mechanism for dispute resolution and its procedures will achieve a balance between fairness and cost-effectiveness and provide a service that is proportionate to the value of disputed amounts. For example, does the scheme administrator intend to apply a particular approach to disputes based on value and/or complexity?
- 6.34 Proposals must show how the scheme administrator will ensure that the service is independent, and also the basis on which decisions will be made. For example, how issues such as fair wear and tear and depreciation, lack of an inventory, unpaid bills, uncorroborated evidence etc will be assessed, and how landlords and tenants will be advised of these procedures?
- 6.35 The scheme rules relating to the timescale within which a referral to dispute resolution may be requested; the processes for requesting and collecting evidence from tenants and landlords and subsequent referral to the adjudicator and how the key performance indicators listed at Annex C will be achieved.
- 6.36 Copies of any proposed templates or letters relating to the dispute resolution or review processes should be included, if available.
- 6.37 An explanation of how the scheme administrator will determine whether the adjudicator has erred in fact or law (or both).

Information and requirements in relation to tenancy deposit schemes (Part 7 of the Regulations)

- 6.38 Proposals must include details of how and when the scheme administrator proposes to publicise the scheme and its services to tenants, landlords and the general public. This should include details of any policies in place for the dissemination of information in a range of formats and languages. A copy of the proposed information leaflet for tenants and landlords should be provided.
- 6.39 Proposals must also include an outline of the intended approach for collecting and sharing information about landlord details with the 11 local councils in Northern Ireland. It will be for scheme administrators to ensure their own compliance with data protection legislation. This may include the requirement to obtain landlord consent, if considered necessary.

Performance reporting (Part 8 of the Regulations)

- 6.40 Proposals should indicate how the relevant information required for the annual reports will be identified and recorded.
- 6.41 Proposals should include information about the policies and procedures in place to cover data collection and record keeping, as well as annual independent financial audit of the business accounts, in order to meet the reporting requirements of the Regulations.
- 6.42 Sample templates for the submission of annual reports should be submitted, if developed at the time of submission of the proposal.
- 6.43 Proposals should include how the relevant information will be readily available for ad hoc enquiries for example enquiries on the number of deposits received, numbers of deposits protected, value of deposits held, numbers of disputes ongoing, numbers of disputes resolved etc over a given period.

7. Submission of proposals

7.1 A copy of proposal including a business case and completed Application form should be emailed to prs@communities-ni.gov.uk by the closing date of 12 June 2023.

Alternatively, 3 copies of the proposal including business case and completed application form can be submitted by post to the following address. All postal applications should be received by the closing date of 12 June 2023.

An email address should be included with postal applications for acknowledging receipt.

Department for Communities
Private Rented Branch
Housing Division
Level 3
Causeway Exchange
1-7 Bedford Street
Belfast BT2 7EG

8. Criteria for evaluation

8.1 All proposals will be assessed against the requirements as set out in The Tenancy Deposit Schemes Regulations (Northern Ireland) 2012 using a standardised evaluation process.

8.2 The following marking system will be applied to the assessment of all proposals.

Mark	Description
Pass	The proposal meets the requirements of the Regulation(s)
Marginal	The proposal does not meet all the requirements of the Regulation(s). Further information required: to be obtained by a direct request to the proposer.
Fail	The proposal does not meet the requirements of the Regulation(s)

8.3 Where further information about the proposal is required, this will be confirmed in writing. Potential providers will then have the opportunity to provide further evidence in support of their respective proposal.

8.4 Proposers should be aware that all of the requirements in the Regulations must be met, and a Pass mark awarded for each condition, before 'Approved' status will be granted.

9. Publicity

9.1 The Department will actively work to promote the tenancy deposit scheme and proposers are requested to provide an overview of the terms of the proposed scheme as an Annex to the main proposal,

for the purpose of publicising the terms of the scheme, for example on Government websites. The Annex should not therefore include any information of a confidential nature that proposers do not wish to be made public.

10. Assessment of proposals

10.1 The following indicative timescales will apply to the assessment of proposals:

Activity	Target timescale
Acknowledgment issued by email on receipt of proposal	2 working days
Assessment of proposal	5 working days
Decision to approve or reject proposal reached and notified	10 working days

10.2 The timescales shown in 10.1 are subject to the quality of information and level of compliance presented in the proposal and related Annexes.

Available in alternative formats.

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