

# Deposits



Since April 2007 any deposit taken from a tenant on an Assured Shorthold Tenancy must be protected in one of the three deposit protection schemes.

- MyDeposits
- Tenancy Deposit Scheme
- Deposit Protection Service

[my|deposits.co.uk](https://mydeposits.co.uk)



Within 30 days of receiving your tenancy deposit your landlord/agent is legally required to:

- protect your deposit with one of the three government-backed schemes
- provide you with information about the scheme used (known as Prescribed Information)

Your landlord could face penalties if they don't protect your deposit or give you the Prescribed Information within the required time. It could also mean it is more difficult for the landlord to end your tenancy. A section 21 notice will **not** be valid if:

- your deposit hasn't been protected in a government approved scheme and/or you have not been given the information about the scheme. If your deposit wasn't protected within 30 days it must be refunded in full before your landlord can serve a valid section 21 notice.
- your deposit was protected more than 30 days after you paid it to your landlord

The deposit protection schemes are designed to keep your deposit safe and make sure you get back what you are entitled to at the end of the tenancy.

## Deposits for lodgers

The tenancy deposit protection rules don't cover deposits paid by lodgers. The landlord isn't required to protect a lodger's deposit in the same way and if a dispute arises between you and the landlord that cannot be resolved, you would have to take the landlord to the county court to recover the money.

## Check if your tenancy deposit has been protected

You will have to visit the website of each of the three schemes to check if your deposit has been protected.

[The Dispute Service](#)

[Deposit Protection Service](#)

[MyDeposits](#)

You will need the postcode of the property that you rent, the tenancy start date, the amount of the deposit and the name of the person who took the tenancy agreement.

## Deductions your landlord could make from your deposit

Your landlord could make deductions from your deposit for:

- Damaged to and/or missing property
- Cleaning costs
- Unpaid rent

Your tenancy agreement should state what your landlord could make deductions for at the end of the tenancy. If the landlord does make a deduction from your deposit they must let you know what each deduction is for and how much you are being charged for each item. Your landlord isn't allowed to make deductions from your deposit to cover unpaid utility bills, if the account is in your name, or any costs they may be incurred in re-letting the property.

### Damaged or missing items

It is good practice to have a detailed inventory at the start of the tenancy, signed and dated by you and the landlord, which lists all the fixtures and fittings within the property and their condition. This should include photographs so that if you do have a dispute with your landlord these can be used as evidence.

When you leave a property it should be in the same condition as when you moved in allowing for wear and tear. Your landlord cannot make deductions from your deposit for a normal level of wear and tear, just damaged or missing items such as a cracked window pane or a hole in the plasterwork.

Wear and tear is damage or deterioration that happens with the ordinary use of a property. It is the landlord's responsibility to bear the cost of normal wear and tear in a property and a claim shouldn't be made against the tenant's deposit for a reasonable levels of wear and tear. For example, a landlord should expect that they will need to repaint the walls every few years and carpets and furniture will get worn over time.

It is reasonable for a landlord to charge for items that are damaged beyond repair or missing. A landlord could also make a claim for repairing or cleaning an item in order to make it useable again. The landlord can claim for accidental as well as intentional damage.

It is important that the landlord is not in a better financial or material position than at the beginning of the tenancy when taking a deposit for repairing or replacing an item. This must include an allowance for fair wear and tear. For instance, if several years into a tenancy a damaged item is being replaced you would not be obliged to replace it with a brand new item and neither could the landlord claim the cost of a brand new item. The landlord's claim for a replacement item should take into account the loss of value due to fair wear and tear over time.

### What is fair wear and tear?

Fair wear and tear is the reasonable use of the premises by the tenant over time. For instance faded wallpaper or curtains or worn carpets are to be expected.

A tenant should not be held responsible for a change in the condition of the property due to them living in it over a period of time. The landlord could make a claim if wear and tear was deemed to be unreasonable for instance excessive number of nail/pin holes in the walls or damaged paint/woodwork.

### Cleaning

A tenant has a duty to keep a property clean during the tenancy including the removal of rubbish. A tenant cannot claim fair wear and tear if they neglected to maintain the cleanliness of the property during the tenancy and the landlord wishes to make a claim for cleaning costs once you have moved out.

Your tenancy agreement may state if you have agreed to have the carpets and or curtains cleaned at the end of your tenancy. Always check what you agreed to when you signed the agreement before leaving as the landlord could make a claim against your deposit for cleaning costs. Make sure you keep receipts for any cleaning services that you use when you move out.

It is always recommended that if you clean the property at the end of a tenancy and that you take photos so that you can prove the condition of the property when you left.

### Unpaid rent

If you have rent arrears are more than the value of your deposit the landlord could take you to court for the rest of the money.



## What if you disagree with the deductions from your deposit?

Your deposit should be returned to you in full at the end of your tenancy unless you have rent arrears or have damaged or lost an item. With an assured shorthold tenancy the deposit should be returned to you within 10 days of you leaving, or within a reasonable time if you are a lodger.

If your landlord wants to make deductions from your deposit they should write to you and explain what deductions are being made and the cost of each item.

### Dispute resolution service

Each of the deposit protection schemes have an alternative dispute resolution (ADR) service that you can use if you have a dispute with your landlord about how much deposit is being returned to you. This is a free service but the landlord has to agree to use the resolution service too. The ADR will decide how much deposit should be returned to you and their decision is final. For more information about the resolution service where your deposit is protected visit the relevant website:

- [Deposit Protection Service](#)
- [MyDeposits](#)
- [The Dispute Service](#)

The dispute service will only deal with the return of the deposit. To seek compensation you will need to take separate court action.

## Court action

If you have an assured shorthold tenancy and your landlord refuses to return all or some of your deposit you can choose to take court action. This should always be a last resort and you should always attempt to settle the issue with the landlord directly. If you wish to take your landlord to court you need to write to them stating why you believe you have a case, including any claim you wish to make for compensation. This is known as a letter before action.

You can take court action against your landlord if your deposit was protected in one of the three government approved schemes and your landlord refuses to use that scheme's dispute service. You could make a claim for compensation if your landlord didn't protect your deposit within 30 days or didn't provide you with the scheme's Prescribed Information within 30 days of you paying it.

If your deposit wasn't protected within the 30 days of you making payment to the landlord you can make a claim for the return of the deposit plus compensation of between one and three times the amount of the original deposit.

You can still take court action to get back some or all of your deposit if you are a lodger.

You will have to pay a fee to make a claim but you can claim this back from your landlord if you win your case. You can also make a claim for interest on the amount you should have received at the end of your tenancy. However, if you don't win, you will not have the court fees returned. For more information on how to make a claim, guidance and the forms to complete visit the Courts and Tribunals Service [Money Claim online service](#).

