

All about Tenancy Deposits

This sheet gives you information about paying deposits to private landlords, and how to get your money back at the end of the tenancy.

A landlord is entitled to charge a deposit at the start of a tenancy. This gives him or her access to a sum of money to cover their costs if you damage the property or fail to pay all the rent. You might expect this deposit to be equivalent to around two months' rent. This is a separate sum to 'rent in advance' – most landlords will ask for the first month's rent to be paid upfront in addition. There is a separate information sheet on finding Private Rented Accommodation, and this explains the likely upfront costs, and how to get help if you have insufficient savings.

Inventories

To make a claim against the deposit, the landlord must be able to show that there has been damage, or that there has been a breach of the tenancy agreement conditions. To avoid any disagreements at the end of the tenancy, it is best if you ask for an 'inventory' from the landlord at the start, and you both sign it. This is a list of all the items in the property, and the condition they are in before you move in. It is also a good idea to take photographs, particularly if there is any existing damage which the landlord does not intend to put right before you move in. Make sure you have written records of all the rent payments you make, or that they show clearly on your bank statement if you pay by Direct Debit or bank transfer.

Protecting the deposit

In most cases, if your landlord has taken a deposit from you, he or she must protect it by lodging it with one of three independent schemes within the first 30 days of the tenancy. This is so that it is easier for you to get back any money you are legitimately owed at the end of the tenancy. If there is a dispute between you and your landlord about how much you should be given back, the deposit protection scheme administrators will decide what is correct.

Your landlord should tell you which scheme they have placed your deposit in. You can check with each of the schemes yourself by using these links:

- **Deposit Protection Service** - <https://www.depositprotection.com/im-a-tenant/id-like-some-renting-guidance/where-s-my-deposit/>
- **My Deposits** - <https://www.mydeposits.co.uk/tenants/deposit-checker/>
- **Tenancy Deposit Scheme** - <https://www.tenancydepositscheme.com/is-my-deposit-protected.html>

Could my landlord be exempt from these rules?

If your tenancy began before 6th April 2007, and it is a periodic tenancy (one that rolls on from month to month), your landlord need not have protected your deposit. However, if your landlord wants to bring your tenancy to an end with a Section 21 notice, he or she must first protect or return your deposit.

If you have rented your property for 6 years or more, you should check if your landlord has complied with the rules applicable to your tenancy type by visiting

http://england.shelter.org.uk/housing_advice/tenancy_deposits/tenancy_deposit_protection_rules.

What if my landlord hasn't complied?

If your tenancy deposit hasn't been properly protected and your landlord won't repay it, you can apply to the local county court. You can find your nearest court by putting your postcode into this search page:

<https://courtribunalfinder.service.gov.uk/search/postcode?aol=Housing%20possession>. In addition, the court may decide that you are entitled to compensation of up to 3 times the amount of the deposit. Your local council can help and advise you further.

Failure to protect the deposit will also prevent your landlord from evicting you from the property. If he or she serves you with a Section 21 Notice and hasn't protected or repaid the deposit, you can defend the eviction in court, because the notice will not be valid. Please see our separate information sheet on Section 21 Notices.

At the end of the tenancy

At the end of the tenancy, your landlord should agree with you how much of your deposit should be repaid to you. He or she should pay you this amount within 10 days of it being agreed. If you cannot reach agreement, you can apply to your tenancy deposit protection scheme's dispute resolution service. You should provide as much evidence as possible.

If you want to apply to dispute resolution service, choose the relevant scheme below:

- **Deposit Protection Service** - <https://www.depositprotection.com/im-a-tenant/i-want-to-know-more-about-disputes/>
- **My Deposits** - <https://www.mydeposits.co.uk/tenants/raise-a-dispute/>
- **Tenancy Deposit Scheme** - <https://www.tenancydepositscheme.com/deposit-disputes.html>

What if the deposit was paid on my behalf by someone else?

Most councils have schemes to help people with insufficient savings for a deposit. They may offer loans, or provide a guarantee that any money owed by the tenant (for breakages and other costs covered by the deposit) will be paid.

If a deposit has been paid, it must be protected, even if it was paid on your behalf by a council loan scheme, or by a family member (for example).

Contacting your local Council

Ashford: <https://www.ashford.gov.uk>

Canterbury: <https://www.canterbury.gov.uk>

Dartford: <https://www.dartford.gov.uk>

Dover: <https://www.dover.gov.uk>

Gravesham: <http://www.gravesham.gov.uk>

Maidstone: <https://self.maidstone.gov.uk>

Medway: <https://www.medway.gov.uk>

Sevenoaks: <https://www.sevenoaks.gov.uk>

Shepway: <https://www.shepway.gov.uk>

Swale: <https://www.swale.gov.uk>

Thanet: <https://www.thanet.gov.uk>

Tunbridge Wells: <http://www.tunbridgewells.gov.uk>

Tonbridge & Malling: <https://www.tmbc.gov.uk>