

Deposits

A tenancy deposit is a sum of money paid to the landlord to provide them with security against any damage you may cause to the property or any unpaid rent during your tenancy. You will usually have to pay this when you sign your tenancy, before you move into the property. If you are signing a joint tenancy, there will only be one joint deposit, and the landlord can make deductions from the whole deposit, even if only one of you has caused the damage. By law, the maximum tenancy deposit that can be charged is equal to five weeks' rent.

What about holding deposits?

Sometimes a landlord or letting agent will also ask you for a holding deposit to reserve a property that you are interested in.

The landlord or agent must stop advertising the property, and you have 15 days from paying the holding deposit to enter into a tenancy agreement. The landlord can then keep the holding deposit if you decide to rent the property or fail a right to rent immigration check. If the landlord decides not to rent to you (providing you haven't misled the landlord about your circumstances), your landlord has seven days to return the holding deposit. If both of you decide to sign a tenancy, the landlord can either return it to you within seven days or put it towards either the tenancy deposit or the first rent payment. It is really important you only pay a holding deposit if you are really serious about renting a particular property.

Landlords or agents are not allowed to make any other charges for entering into a tenancy. The maximum holding deposit that can be charged is equal to one week's rent.



Tenancy Protections Schemes

Your landlord has 30 days from you paying your deposit to protect it, using one of three authorised deposit schemes. Your landlord can choose which scheme to use. Your landlord must inform you within those 30 days which scheme is being used and provide written information about the scheme, including the arrangements for returning the deposit, how to use the scheme's dispute resolution scheme and what happens if your landlord does not respond at the end of the tenancy. You can check with each of the three schemes to see if they are holding your deposit:

- [Deposit Protection Scheme \(DPS\)](#)
- [Tenancy Deposit Scheme \(TDS\)](#)
- [mydeposits](#)

If your landlord does not protect your deposit in time, you can consider applying for a court order which could either require it to be repaid or protected within 14 days. You may also be eligible for compensation of up to three times the deposit amount. We can advise you further on this process – please reach out to us via our [Advice & Advocacy page](#).

How do I get my deposit back?

Your landlord can make reasonable deductions from your deposit at the end of the tenancy for any damage you have caused, missing items or any rent you haven't paid. You should not be charged for normal wear and tear. You also need to clean the property to the same standard it was when you moved in. Some tenancy agreements require you to pay for a professional clean. This will likely be considered reasonable, provided the property was professionally cleaned before you moved in.

You should endeavour to ensure the property is in a clean and tidy state of repair and that as far as possible all items in the inventory are present and in good repair.

The landlord is required to provide evidence in support of any deductions. Charges must be reasonable and in respect of damage, on a "like for like" basis. For example, if you damage a cheap, old bed, you cannot be expected to pay for new, higher quality item. Any changes from day to day living like faded curtains, worn carpets or minor scuffs to paintwork should be regarded as wear and tear.

When you leave the property, you should first request for your deposit to be returned in writing by emailing your landlord. Depending on your tenancy deposit scheme, you may also be able to request it to be returned directly from your online account.

You should also seek to agree on any potential deductions (if any) with your landlord. Remember, that your landlord has to provide evidence in support of any deductions. If you and your landlord agree on deductions, you should expect your deposit to be returned within two working weeks.

What if I don't agree with the deductions?

Firstly, your landlord should return any amount of money that is not in dispute. You are free to accept this amount. It does not mean you're accepting liability for the disputed deductions.

You can try to resolve the matter informally with your landlord. If you still can't agree, you should set out your reasons for challenging deductions in writing and provide any evidence in support of your position. We can help with this process, so get in touch via our [Advice & Advocacy page](#).

If that doesn't work, then each of the deposit schemes have a dispute resolution service. This will involve an independent adjudicator making a decision on what should be deducted based on the evidence provided by both parties, without requiring the parties to go to court. This process can take a month or longer. The scheme's decision is final. Each of the schemes explain more on their website:

- [Deposit Protection Scheme \(DPS\)](#)
- [Tenancy Deposit Scheme \(TDS\)](#)
- [mydeposits](#)

If your landlord refuses to use the dispute resolution scheme or the case is not suitable, you may need to consider further legal action. You should always take further advice before doing so, as additional costs can be incurred.

What if my landlord does not respond to my request?

If you do not receive a response within a week, you should follow up, again in writing. If you have not heard after 14 days, your options depend on whether your landlord is using the deposit protection service's custodian scheme or their insurance scheme. You can check this directly with the provider.

The custodian scheme means that the funds are actually kept by the provider, and if you make a formal request via your online account, the scheme will automatically return your deposit if the landlord does not respond to them within 14 days.

If your landlord is using the insurance scheme and you do not receive a response within 14 days, contact us via our [Advice & Advocacy page](#) for further assistance.