

## Deposits

### What Is A Deposit?

A sum paid to a landlord or agent to provide them with security against any damage that you may cause in the property or rent arrears during your tenancy.

There is no legal limit as to how much landlords can request for a deposit, but in most cases it will be the equivalent of around a month's rent.

### Tenancy Deposit Protection

As from 6th April 2007 your landlord or their agent must protect your deposit by paying it into **1 of 3 government authorised tenancy deposit schemes (TDS)**. This will ensure that you do get your deposit back when you are entitled to it and that any disputes which do arise about the deposit are easier to resolve.

When you pay your deposit make sure you get a receipt. Once your landlord has received your deposit, they have 30 days to tell you:

- the address of the rented property
- how much deposit you've paid
- how the deposit is protected
- the name and contact details of the tenancy deposit protection (TDP) scheme and its dispute resolution service
- their (or the letting agency's) name and contact details
- the name and contact details of any third party that's paid the deposit
- why they would keep some or all of the deposit
- how to apply to get the deposit back
- what to do if you can't get hold of the landlord at the end of the tenancy
- what to do if there's a dispute over the deposit

### Safeguarding Your Deposit

To ensure that you will receive your full deposit back at the end of your tenancy you need to ensure that you take care of the property and are returning it to the landlord in the same condition as when you took it on **subject to fair 'wear and tear'**.

To remind yourself of your responsibilities when it is time to move out, and as evidence in case of any dispute, you should keep an **inventory** and check the terms of your particular tenancy agreement.

## **My landlord has not protected my deposit under the Tenancy Deposit Scheme. What are my rights?**

If you paid your deposit after 6th April 2007 and your deposit has not been protected in one of the schemes then you can apply to the County Court for help before the end of your tenancy agreement. The Court can either order for the deposit to be repaid to you or protect it in a scheme. The landlord or agent could be ordered to repay between one and three times the amount of deposit to you. Please seek further advice from the Guild Advice if the landlord has not protected, or refuses to protect, the deposit.

## **When can the landlord keep the deposit?**

Deductions from the deposit can usually be made for:

- Cost of repairing/replacing damaged furniture and décor
- Cleaning costs to restore property to original condition
- Any rent arrears
- Missing items
- Damage to property or its fittings
- Cost of new locks and keys, if not returned on time

Any deductions from a deposit are usually made at the end of a tenancy. Your landlord should provide you with a breakdown in writing of any deductions they wish to make and provide evidence to support them.

It is also possible for landlords to retain the deposit until proof has been provided that all utility bills have been paid, but this intention should be stated in the tenancy agreement.

Landlords can also deduct amounts from deposits for any other financial loss, such as the cost for utilities to be reconnected due to you not paying bills.

## **Moving Out Early**

If you decide to leave your property before your contract finishes, whether you receive your deposit back early or not depends on certain factors. There may be a term in your tenancy agreement about this procedure. If you are able to find a replacement tenant, then you should receive your deposit back once you leave the property and the new tenant moves in (provided you have not caused any damage and have no rent arrears)

## **Tenancy Is Coming To an End**

When your tenancy is **coming to a close** you should contact your landlord in writing and request them to inspect the property before you leave it. Before the inspection you should ensure that:

- The property is in a clean and tidy state of repair
- All items listed on the inventory are there and in the same condition as when provided (except 'fair wear and tear')

## **Can I use my deposit to pay for the rent?**

During your tenancy agreement you should not use your deposit to pay for any rent arrears. You are legally liable to pay the rent up until the end of the tenancy agreement. If you do not then your landlord could take legal action against you to recover it.

## **Resolving Disputes**

If you cannot agree with the landlord or agent over how much of the deposit should be returned, then you should refer to the tenancy deposit scheme which is protecting your deposit.

## **Landlord/Agency Won't Return My Deposit**

If your tenancy has finished and you do not receive your deposit back within 14 days (or period stated on your contract), then you should first write (recorded delivery) to your landlord respectfully requesting it to be returned. If that does not work, please speak to Guild Advice.

## **Landlord/Agent only returned part of my deposit**

If you only receive part of your deposit back, then your landlord should provide you with reasons as to why deductions have been made including a full breakdown of costs incurred. If they do not, then you should write (recorded delivery) to your landlord/agent requesting this information along with evidence to support any claims (i.e. receipts).

## **Taking Further Action**

If your landlord refuses to return your deposit, or if you have been charged for damage that you feel you are not liable for, then it is possible for you to take legal action to claim any amounts owed to you. Before taking this option you should try to resolve the dispute informally with your landlord and you should

always seek advice before taking the legal route. Where your deposit is protected under a Tenancy Deposit Scheme then your dispute would normally have been resolved before this point using the scheme's resolution service.

## **Sources of Help**

### ***Guild Advice- Guild of Students***

Email: [guildadvice@guild.bham.ac.uk](mailto:guildadvice@guild.bham.ac.uk)

### ***Shelter***

[www.shelter.org.uk](http://www.shelter.org.uk)

Offers advice and information about any housing problems.  
Room 30, 2nd Floor, Ruskin Building, 191 Corporation Street,  
Birmingham City Centre Tel: 0121 236 6668

*Shelterline* is a 24-hour free phone service providing advice on a range of housing issues. Tel: 0808 800 4444

### ***Birmingham Council Private Tenancy Team***

[www.birmingham.gov.uk/privatetenants](http://www.birmingham.gov.uk/privatetenants)

Private Tenancy Officers provide advice and assistance on a range of housing issues, including illegal eviction, disputes and harassment.  
Tenancy Issues: 0121 303 5070                      Repairs: 0121 303 5341

### ***Citizens Advice Bureau***

[www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

Birmingham City Centre  
Ground Floor, Gazette Building, 168 Corporation Street Tel: 0121 248 4950

### ***Birmingham County Court service.gov.uk***

[http://www.hmcourts-](http://www.hmcourts-service.gov.uk)

Tel: 0121 681 4441

### ***Tenancy Deposit Schemes***

Tenancy Deposit Solutions Ltd  
The Tenancy Deposit Scheme  
The Deposit Protection Service

[www.mydeposits.co.uk](http://www.mydeposits.co.uk)

[www.tds.gb.com](http://www.tds.gb.com)

[www.depositprotection.com](http://www.depositprotection.com)