

Protecting your tenancy deposit

This factsheet looks at the rules your private landlord or their agent must follow when you pay a deposit on an assured shorthold tenancy.

Most private landlords ask tenants to pay a deposit before they move in. The deposit is security against things like damage to the property or rent not being paid.

If you are an assured shorthold tenant your landlord (or their agent) must protect your deposit with a government approved tenancy deposit protection scheme. This rule does not apply in limited circumstances if you paid your deposit before 6 April 2007.

Types of deposit protection schemes

There are two types of scheme. Your landlord can choose which one to use:

- custodial scheme, where they pay the deposit into the scheme which keeps it until the end of your tenancy
- insurance scheme, where they keep the deposit but pay an insurance premium to the scheme. Your deposit is insured if there is any dispute about its return.

What the landlord must do

In most cases your landlord has 30 days from when you paid your deposit to protect it in a scheme and give you information the law requires, which includes:

- landlord's contact details
- the contact details for the scheme used
- how you can get the deposit back
- how to deal with disputes about the return of the deposit.

Keeping an inventory

Your landlord should draw up an inventory before you pay your deposit. An inventory lists the furniture and fittings provided, their condition and the condition of the property. If your landlord hasn't done this, do it yourself and ask the landlord to sign it.

Also keep a record of the rent payments you make. This could prevent disputes about the return of your deposit when you leave.

Get compensation

You can take your landlord to court if s/he has not complied with any of the rules about protecting your deposit and giving you the required information. You can do this before or after your tenancy has ended.

The court can order your landlord to pay you between one and three times the amount of the deposit in compensation.

Restrictions on evicting you

As an assured shorthold tenant your landlord can normally evict you by giving you at least two months' notice (a 'section 21' notice) and then getting a possession order from the court without having to show a reason.

The court won't grant a possession order if the section 21 notice is not valid. A section 21 notice will not be valid if your landlord:

- hasn't protected your deposit or protected it late, unless they return it to you first
- didn't give you the required information before they gave the notice.

But if your landlord protected your deposit (and gave you the required information) late during the original fixed term of your tenancy, they can serve a valid section 21 notice after that fixed term has ended.

Return of your deposit

Your landlord can keep all or part of your deposit only if they can show that they have lost out financially because of your actions, for example if you owe rent. Your landlord cannot keep money to cover normal wear and tear of furniture and fittings.

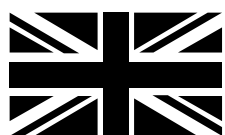
Resolving disputes

If you don't agree that your landlord should keep any of your deposit, every deposit protection scheme offers a free alternative dispute resolution (ADR) service. If you and your landlord agree to use the ADR service, you have to accept its decision. If you or your landlord do not agree to use the ADR service then you will have to go to the county court to try to get your money back.

Further advice

You can get further advice from Shelter's free* housing advice helpline (0808 800 4444), a local Shelter advice service or local Citizens Advice office, or by visiting england.shelter.org.uk/housing_advice

*Calls are free from UK landlines and main mobile networks.



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Note

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