

## Returning tenancy deposits

This information is for private landlords.

The deposit belongs to your tenant and you must return this at the end of the tenancy. From 1 April 2013, deposits must be [protected in a deposit protection scheme](#).

You may be able to keep some of the deposit, if you can prove that the tenants owe you money for rent, damage or cleaning.

You'll need to explain what charges you've made on the deposit and show that you have a right to make these charges.

### Returning a custodial deposit at the end of the tenancy

When the tenancy ends, you can apply to the deposit protection scheme to return the deposit. If you plan to keep some of the deposit, you must specify the amount.

The scheme will write to the tenant, telling them how you think the deposit should be returned. Your tenant must respond to say if they agree or not with your decision.

Your tenant can also apply to the scheme for the deposit to be refunded. If you do not respond, the full deposit will be returned to the tenant.

#### **If there is no dispute**

The scheme should return the agreed amount(s) within five working days.

### **If your tenant disputes the deductions**

The scheme will hold on to the disputed amount until the dispute is resolved. Each scheme has a dispute resolution mechanism that can help with disagreements over deposits.

### **If your tenant does not respond within 30 days**

The scheme will pay you the money you requested. The deposit protection scheme will continue to hold any amount owed to the tenant.

## **Returning an insured deposit at the end of the tenancy**

When the tenancy ends, your tenant should ask you to return the deposit. You must return this within five working days of receiving the tenant's request.

Keep a record of this transaction and get the tenant to confirm in writing that they received the money.

Your tenant can raise a dispute with the deposit protection scheme if:

- you do not respond within five days or
- you do not return the full deposit and your tenant disagrees with this

The scheme will ask you to pay the disputed amount into a designated account. You must do this within five days. The company will also ask you to explain why you think this money should be paid to you.

## **Proposing deductions from deposits**

You can only keep the deposit if you can prove that your tenant owes you money for:

- unpaid rent or arrears
- damage to the property
- missing or broken furnishings

Your tenancy agreement should explain when you can propose deposit deductions.

Talk to your tenant about your reasons for proposing deductions. If you cannot agree, contact the deposit protection scheme.

Deposit schemes offer a dispute resolution service to help resolve disagreements. If the deposit is not protected, [you can go to court](#) to try to recover the disputed amount.

## **Deciding how much to deduct**

Your deductions must be reasonable and reflect the financial loss you'll have to deal with.

The deductions you propose should:

- use the most affordable solution, such as cleaning or repair, rather than a replacement
- reflect the loss you've sustained rather than the full value of the item
- be fair and not leave you in a better position financially

For example, it may cost you £500 to buy a new washing machine. But if the damaged appliance was eight years old and could not be repaired, the loss incurred is the value of an 8-year-old washing machine.

You'll need to allow for reasonable wear and tear and will need to consider the:

- length of the tenancy
- number of occupants
- quality and condition of furnishings
- age and lifespan of items

For example, at the end of a 6-year tenancy, the carpet is lifting on some steps and threadbare in places. It is a 10-year-old budget carpet and were told it might last eight years. You cannot charge the tenants for a replacement or repair as this is normal wear and tear.

[This joint guide to deposit deductions](#) explains how to deal with disagreements over deposits.

## **Disputes with tenants over deductions**

If you cannot agree with your tenant on who should get the deposit, either of you can ask the scheme to decide. Each scheme has a free dispute resolution mechanism.

A scheme adjudicator will look at the evidence and decide how to refund the deposit. The starting point is that the deposit is the tenant's money. The onus is on you to prove that you have a right to keep some of it.

If you're not able to prove that you're owed money, the scheme will return the deposit to your tenant.

## **Evidence to support deductions from deposits**

You'll need to provide evidence to show that:

- your tenant has breached the tenancy terms, and
- you are financially worse off as a result

Depending on the type of deductions you're making, your evidence should include:

- a copy of your tenancy agreement
- copies of bank, rent statements or utility bills
- correspondence between you and your tenant about the issue
- inventories from the start and end of the tenancy
- photos showing damage to the disputed item
- receipts to evidence the age or quality of an item
- written quotes from a qualified tradesperson(s) to fix the issue

Make sure you submit all your evidence as you won't be able to send further evidence at a later stage.

## **Going to court over a tenancy deposit**

Your tenants may want to go to court if they think you've unfairly kept their deposit and:

- they paid the deposit before April 2013, or
- you didn't protect the deposit, or
- you didn't renew the deposit protection

You can go to court if the deposit does not cover all arrears or the full cost of repairing damage.

[Small claims court](#) can deal with a disputed deposit if the amount is up to £5,000. The court will expect you to provide evidence to show you have a right to keep the tenant's money.

## More advice

- [Disputes over tenancy deposits](#)
- [Deposits in joint tenancies](#)
- [Protecting a deposit](#)

## Footnotes