



<https://www.housingrights.org.uk/housing-advice/private-tenants-rights/deposits-and-fees>

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## Deposits and fees

This information is for people renting privately in Northern Ireland.

Moving into a new home can be expensive. Before you sign a tenancy agreement, make sure you know exactly what you need to pay for and how much it costs.

If you get Housing Benefit or Universal Credit, it may not cover your full rent. [Speak to our advisers](#) to check what your benefits cover. Make sure you can afford the property you want.

### Paying a deposit

Your landlord will usually ask you to pay a security deposit when you sign your tenancy agreement. From 1 April 2023, your landlord cannot ask for a deposit that is more than one month's rent.

Always get a receipt for your deposit. Your landlord can keep some, or all, of the deposit if you damage the property or leave your tenancy early.

Within 28 days of paying the deposit, your landlord must protect your deposit in a [deposit protection scheme](#).

Within 35 days of paying the deposit, your landlord must give you:

- written information with details about the tenancy
- a deposit protection certificate with details about the protected deposit
- an information leaflet from the scheme explaining how to get your deposit back when your tenancy ends

It's an offence if your landlord does not protect the deposit and give you confirmation within these timeframes. You can report this to your local council and your landlord could get a fine.

Your landlord does not need to protect a deposit paid before April 2013.

## **Help paying a deposit**

There are some charities that can help with money for deposits if you meet specific conditions. [Speak to our advisers](#) for help applying to these charities.

You can also try to negotiate with your landlord. For example, ask if you can pay the deposit in instalments. Always get any agreement details in writing.

## **Zero deposit scheme**

Some landlords will let you pay a one-time fee (usually one week's rent) to a zero deposit company, instead of paying a full deposit. This is called a 'zero deposit scheme.' This option can be tricky, so [it's helpful to get advice](#) before using it.

Keep in mind, you:

- do not get the money back at the end of the tenancy
- must still pay for any damage you caused

You can contact the scheme if they claim you damaged the property and charge you for it.

## **Getting your deposit back**

After you leave, your landlord will check the property and make sure you kept to the tenancy agreement. You may not get some or all your deposit back if you:

- left the tenancy early
- caused damage
- owe rent or other fees
- lost or broke things belonging to the landlord

The way you get the deposit back depends on:

- whether you and your landlord agree on how much should be returned, and
- which type of scheme your landlord used to protect the deposit

[A deposit protected in a custodial scheme](#) is dealt with and returned by the company who holds the deposit. This happens whether there is a dispute over the deposit or not.

[A deposit protected with an insurance scheme](#) is dealt with and returned by the:

- landlord if there is no dispute
- company if there is a dispute

If you disagree with how much the landlord returns, you can speak to your landlord and complain to the deposit protection scheme.

To help make sure you'll get your full deposit back, check your:

- [signed inventory](#) and making sure nothing is missing
- [tenancy agreement](#) to see what you need to fix or clean

If you paid the deposit before April 2013, or you paid it after this date but your landlord did not protect it, your landlord should return the deposit within 28 days of your tenancy ending. If you disagree with how much your landlord returns, you can complain to your landlord or apply to small claims court.

## **Deductions from a deposit**

There are rules about how much your landlord can take from your deposit to pay for certain things. Your landlord can keep some, or all, of your deposit for things like:

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

The amount your landlord deducts should:

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

For example, if you broke an eight-year-old dishwasher, your landlord cannot deduct the value of a brand-new appliance. Your landlord can only deduct the value of an eight-year-old dishwasher. This is often called 'like for like'.

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

## Going to court over an unprotected deposit

If you paid the deposit before 1 April 2013, or if your landlord did not protect the deposit, your landlord is responsible for returning it. If you disagree with how much your landlord returned, you need to deal with them directly.

To dispute a deposit with your landlord, you should:

1. **write to your landlord and ask them to return your deposit** – ask why they are not returning it, give a date for when you expect a reply, and keep a copy of the letter
2. **write a second letter if you disagree with their reasons for deducting** – explain why you think the deductions are unreasonable, how much you expect to get back, and that you'll take them to court if you do not get the deposit back
3. **[take your landlord to small claims court](#)** – you do not need a solicitor for this

## Paying rent in advance

Usually, your landlord will ask you to pay rent on the first of the month for the coming month. This means that when you sign a new tenancy agreement, you need enough money to pay the deposit and rent.

Keep in mind that [Housing Benefit and Universal Credit](#) are paid in arrears.

You may be able to [apply for help to cover your rent](#) in advance.

## Moving costs

You may need to pay to:

- move your belongings
- buy more furniture or appliances
- set up utilities, such as an internet connection

# Insurance for your belongings

You should always get contents insurance for your home. This will cover the costs if your belongings are damaged or stolen. Your landlord's insurance only covers their property and belongings.

## Letting fees

In Northern Ireland, it's illegal for a letting agent to charge you certain fees. They cannot charge you for work that a landlord would do if they did not use an agent. Letting fees are illegal for things like:

- applying for a tenancy
- checking your credit
- checking your guarantor
- deposit administration
- tenancy administration

[Speak to our advisers](#) if an agent asks you to pay these fees.

Restrictions on letting fees only apply to letting agents, not to individual landlords. It's not illegal for a landlord to charge you for these things.

If you pay any fees, get a receipt showing what the payment is for. You can always try and get the money back after you start the tenancy.

## Holding deposit

A landlord might ask you to pay a holding deposit. This payment is usually to reserve the property before you sign a tenancy agreement. You should get this deposit back if the landlord decides not to rent the property to you.

When you pay a holding deposit, make sure to get a receipt showing what you've paid for and how much.

The landlord should also explain, in writing, what happens to the holding deposit if:

- you decide not to go ahead with the tenancy

- the landlord decides not to rent the property to you
- you sign a tenancy agreement and become a tenant

If you go ahead with the tenancy, your landlord must protect the holding deposit if they keep it as a tenancy deposit.

## **More advice**

- [Certificates and paperwork](#)
- [Finding a private rental](#)
- [Types of tenancies](#)