Housing Rights

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

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Deposits, rent 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.

As a private tenant, you might be interested in taking part in Renters' Voice. Renters' Voice is supported by Housing Rights. It is made up of private renters who work with those in a position to improve the private rented sector, including:

- landlords
- politicians and
- government representatives

Paying a deposit

Usually, your landlord will ask you to pay a deposit. This often happens at the same time as signing your tenancy agreement.

Since 1 April 2023, your landlord can only ask you for an amount up to the equivalent of one month's rent. They cannot ask you for more than that.

When you pay the deposit, make sure to ask your landlord for a receipt.

Your landlord must protect your deposit in a deposit protection scheme**.** They have 28 days to do this after you give them the deposit.

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 which tells you how to get your deposit back when your tenancy ends. This leaflet will be from the scheme.

Your landlord may have committed an offence if:

- they do not protect the deposit
- they do not provide you with this information
- they do not do so within the above timeframes

You can report this to your local council. The Environmental Health Department of your council is responsible for enforcing the law on deposit protection. They may fine your landlord. It's important to know that contacting the council may lead to the risk of retaliatory eviction. This is where a landlord takes action to end the tenancy because a tenant has tried to enforce their rights. Speak with one of our advisers if you are worried about contacting the council.

A deposit paid before 1 April 2013 does not have to be protected.

Help with paying a deposit

There are some charities that can help with deposit money. Normally, you must meet specific conditions. Speak to our advisers if you need help.

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

Sometimes you can pay a one-time fee (usually one week’s rent) to a zero deposit company. This would happen 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

Before you leave the tenancy, check your:

- signed inventory and that nothing is missing
- tenancy agreement to see what you need to fix or clean

This will help make sure you get your full deposit back.

After you leave, your landlord will check the property. The landlord may want to withhold some or all of your deposit 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

If there is a dispute, you can ask for the scheme to adjudicate. The schemes provide an adjudication service to help resolve disputes.

Getting a deposit back from a custodial scheme

A deposit protected in a custodial scheme will be managed and returned by the scheme holding it.

You or the landlord can contact the deposit scheme to ask for all or some of the deposit at the end of the tenancy. The request should state how much of the deposit each party should receive. The scheme will notify the other party of the request. It will return the money within five working days if you both agree with the request.

If you make the request, your landlord has 30 working days to respond. If they don't respond within this time frame, the scheme can refund your full deposit. You should receive your deposit back within a further five working days.

If your landlord has made the request, you will have 30 working days to respond. The landlord may have asked for some or all of the deposit to be paid to them. If you don't respond, the scheme will pay the landlord the amount they have claimed. So it is important to respond as quickly as possible.

Getting a deposit back from an insurance scheme

A deposit protected with an insurance scheme is dealt with and returned by:

- your landlord if there is no dispute
- the scheme if there is a dispute

If there is no dispute, your landlord should return your deposit within:

- the time scale set out in your tenancy agreement, or
- a reasonable period from the tenancy ending if there is no time scale included in the agreement

You and your landlord can negotiate the amount to be returned.

Speak to your landlord first if you disagree with the amount they want to return. If you cannot agree, you can complain to the scheme. You have three months from the end of the tenancy to ask the scheme to adjudicate the dispute.

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

An example would be if an eight-year-old dishwasher broke. Your landlord cannot deduct the value of a brand-new appliance. They could only deduct the value of an eight-year-old dishwasher. This is often called ‘like for like’.

You can find more information in this joint guide to deposit deductions.

When a deposit is not protected

Before 1 April 2013, a landlord did not have to protect a deposit. The only way to get your money back was to take the landlord to small claims court if they kept the deposit. If:

- you paid a deposit before April 2013, or
- you paid it after this date, but your landlord did not protect it in one of the schemes

you should allow your landlord up to 28 days after your tenancy ends to return the deposit.

This allows a reasonable amount of time to pass before taking the matter to small claims court.

To dispute a non-protected deposit with your landlord, you should:

1. write to your landlord and ask them to return your deposit. You can ask why they are not returning the deposit. Give a date for when you expect them to reply, and keep a copy of the letter
2. if you disagree with their reasons for deductions, you can write a second letter. You can explain why you think the deductions are unreasonable. State how much you expect the landlord to give back. Tell the landlord you'll take them to court if you don't get your 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.

Rent increases

New rules were introduced on 1 April 2025, which restrict how often a private landlord can increase the rent they charge.

These restrictions apply to the majority of private tenancies. However, only the Rent Officer can increase your rent if your tenancy is:

- a protected or statutory tenancy or
- a rent-controlled tenancy because the property failed its fitness inspection

When can the landlord increase your rent?

From 1 April 2025:

- your landlord can only increase the rent after you have been a tenant for 12 months, and
- once it is increased, they will have to wait another 12 months before increasing it again

Your landlord can only increase the rent once every 12 months.

For example:

- You have a 12-month fixed-term tenancy agreement. The landlord cannot increase your rent during that time. Check your tenancy agreement to see when your tenancy ends.
- Your 12-month fixed-term tenancy ends, and you continue to rent monthly as a periodic tenant. Your landlord can increase the rent at the end of the fixed term. But they will have to wait another 12 months before they can increase it again.

If your landlord tries to increase the rent more often, they may be committing an offence. They cannot force you to pay it. You should contact the Environmental Health department in your local council. However, there is a risk that your landlord will serve you with a notice to quit the tenancy if you complain. This is known as retaliatory eviction.

Housing Rights operates a free mediation service. This service is for tenants and landlords in the private rented sector. Mediation can help resolve housing disputes, including rent issues.

Notice of rent increase

In addition to restricting rent increases to every 12 months, the new rules also mean that:

- your landlord must give you at least three months' notice if they want to increase rent
- they must give this notice in writing
- the notice should state the date on which the increase will occur and the new rent level

'In writing' can include electronically, such as email or text. The landlord can also use a Notice of Variation to provide this information.

The three months’ notice applies in all cases, even for tenancy renewals. For example, you and your landlord want the tenancy to continue after the fixed term expires. If your landlord intends to increase the rent for the new tenancy period, they must give you at least three months' notice. They must do this at least three months before the existing tenancy agreement ends and the new tenancy agreement begins.

For example:

- you and your landlord wish to renew your 12-month fixed-term tenancy for another six months. Your existing tenancy ends on 31 December. If your landlord wants to increase the rent for the new tenancy, they must give you at least three months' notice in writing of the increase. So they should inform you of this by 30 September at the latest.

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 a tenant certain fees.

A landlord may choose to use a letting agent to manage their property. Letting agents usually charge landlords for their services. The agent should not be passing these costs on to you.

Letting fees are illegal for things like:

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

Speak to our advisers if an agent asks you to pay these fees.

Restrictions on charging letting fees only apply to letting agents, not individual landlords. It’s not illegal for a landlord who manages their own property to charge you for these things.

If you do pay any fees, get a receipt showing what the payment is for. You can always try to get the money back after you start the tenancy. If the money is not returned to you, you may be able to take the agent to court to get the money back. You'll need to seek legal advice to do this. You have up to six years to try to reclaim the money.

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, the landlord may want to keep the holding deposit as a tenancy deposit. They would then need to protect it in a deposit protection scheme.

More advice

- Certificates and paperwork
- Finding a private rental
- Tenancy rights