
Accommodation

Deposits

Find out what your deposit is for, what your landlord should do with it and what to do in case of any dispute in returning your deposit to you, including what advice we can offer.

What is a deposit?

A deposit provides your landlord with financial security against any unpaid rent or damage that you may cause. The maximum amount of deposit that can be charged (either in an assured shorthold tenancy or if you are living with a resident landlord) is a sum of up to 5 weeks rent if your annual rent is under £50,000 or up to 6 weeks rent where the annual rent is over £50,000. Your deposit should be returned to you in full at the end of your tenancy unless your landlord can prove that s/he has suffered a financial loss due to your actions. As a rule of thumb the property should be returned in the same state of cleanliness/decoration etc as it was when you started the tenancy (except for fair wear and tear). Any work that has to be done after you move out in order to bring the property back to that standard could be claimed for by the landlord.

Landlord responsibilities

Any landlord who gives an 'assured shorthold tenancy' must protect the deposit in one of three government approved schemes, unless the annual rent is over £100k. Most students in private rented accommodation with non-resident landlords will be assured shorthold tenants, but if you're not sure, please contact the Accommodation Office and we will be able to advise you. Once you've paid your deposit, the landlord or agent must protect it and also give 'prescribed information' about how/where it is protected within **30 days** including:

- Contact details of landlord or agent
- Contact details of the tenancy deposit scheme they've used
- How to apply for the release of the deposit
- Information about the purpose of the deposit

- What to do if there's a dispute about the deposit.

This information should come in the form of a certificate from the relevant scheme. If you don't receive this information within 30 days, you should ask your landlord for it, preferably in writing (email is also fine). If you don't receive it within the 30 days you could apply for a court order to force the landlord/agent to give it to you or to protect the deposit. You could also receive compensation up to the equivalent of three times your deposit. Please talk to the Accommodation Office for further advice.

Resident landlords are not required by law to protect deposits. Any disputes over deductions are dealt with directly between the landlord and tenant with the potential to take the case to county court if it cannot be resolved.

Government approved deposit protection schemes

All 3 schemes are now offering both custodial schemes where the deposit is held by the scheme during the tenancy and during dispute resolution and insurance-based schemes where the landlord or agent keep the deposit but must insure it to make sure it can be paid back to the tenant at the end of the tenancy.

My Deposits have a strict 3-month deadline from the date your tenancy ends to register a dispute. www.mydeposits.co.uk

Tenancy Deposit Scheme (TDS) - There is a 3 month deadline for registering disputes if your tenancy began after 6th April 2011 www.tenancydepositscheme.com

Deposit Protection Service (DPS) - There is no deadline for registering disputes.

<https://www.depositprotection.com/>

Deposit deductions

Deductions may be taken from your deposit for the cost of cleaning the property and removing rubbish, the reasonable cost of replacing any contents of the property which have been damaged or are missing (but not the cost of a brand new or better quality item), the cost of changing locks if keys were not returned on time, the cost of decoration or repairing any damage (beyond fair wear and tear), unpaid rent and in some cases unpaid bills for which you were responsible.

Protecting your deposit

All tenants need to take steps to ensure the return of their deposits in addition to making sure they are protected by one of the government approved schemes. Clean the property regularly during your tenancy and report damage or repairs immediately to your landlord. Generally, treat the property with the same respect that you would your own home.

Inventories

Deposit deductions should never be made for general wear and tear or for damage caused before your tenancy began or after it ended, however sometimes this is difficult to prove without an inventory – a list of all rooms, furniture, equipment and the condition they're in.

Therefore you should **always** complete a thorough inventory both at the start and end of your tenancy. An inventory is not a legal requirement but is the best evidence you could have if a dispute occurs. The Accommodation Office has sample inventories that you can use if your landlord does not provide one, see <http://www.bristol.ac.uk/accommodation/media/docs/inventory-record.pdf>

On it you should write down the condition (any marks, tears or damage) of all furniture and equipment in each room of the house as well as noting the cleanliness and the state of the decoration. If you have to maintain the garden, make a note of the garden condition too. Ideally, you and the landlord should both check and sign the inventory and each keep a copy, but if the landlord doesn't provide an inventory and isn't

interested in it, you should do one anyway and send them a copy.

It is essential that you check that the inventory is accurate. Don't sign it until you agree it's correct and that all damage, dirt, marks, wear and tear etc are recorded. Also note anything missing from the inventory or additional items previous tenants have left items behind.

Taking photos

Taking photos at the beginning and end of the tenancy is **essential**. Numerous students have fed back to us that they regretted not taking photos as they had no evidence to prove their case when going through the courts or the deposit schemes to try and get their withheld money back from landlords! Taking photos at the start of the tenancy could save you hours of work and grief at the end of the tenancy if there's a dispute over the deposit. Try to ensure the photos are dated.

Moving out

Use our *Moving out* factsheet as a guide to what you need to do:

www.bristol.ac.uk/accommodation/media/docs/factsheets/moving-out.pdf

How much could my landlord claim?

Your landlord should only deduct money for damaged items or for redecoration after having taken into account fair wear and tear. Landlords cannot deduct the cost of a brand new item from your deposit. When calculating deductions the landlord must take into consideration the original age, quality and condition of any item and the average lifespan of that item.

Fair wear and tear

This term is open to interpretation but generally suggests natural wear that occurs as a result of reasonable use of the property. If a landlord states that damage has been done and a tenant believes it is not damage but wear and tear, then the length of the tenancy, the number and age of occupiers, and the original state of the property and items should all be taken into account when trying to prove your case. The 3 government approved schemes have produced a document about deposit disputes with a good section at the end on wear and tear we would recommend reading. See

<https://depositprotection.com/media/1103/guide-to-deposits-disputes-and-damages-2017.pdf>

Withholding rent

Sometimes tenants withhold the last month's rent because they are worried that the landlord will not return their deposit at the end of the tenancy. This is a breach of contract. You are legally liable to pay rent until the end of your tenancy agreement. Your landlord could take you to court to recover the money if you do this.

If your landlord makes deductions

The first step is to ask the landlord to put in writing exactly what they are charging you for and to provide receipts for any costs incurred. Once you know precisely what s/he is claiming for you will be able to see whether you agree and if not you will need to write back and explain why, giving as much information and evidence as possible to demonstrate your case. The Accommodation Office can assist you with this if necessary.

If you cannot agree deductions with your landlord then the next step will be to register a dispute with the relevant deposit protection scheme and put your case forward to them including all the evidence you have. Any undisputed monies should be returned to you at that point. Each scheme has an independent arbitration team who will consider the information/evidence from both parties and then decide who is most entitled to the money in dispute.

Deadlines

There are tight deadlines for lodging a challenge and providing your arguments and evidence which you need to watch out for. In particular

the TDS and mydeposits give you only 90 days from the end of the tenancy to lodge a dispute.

If your deposit isn't protected

Different rules apply depending on when your tenancy started and when you paid your deposit. If you find out during or at the end of the tenancy that your deposit was not protected by a scheme please contact the Accommodation Office immediately for advice. In many cases you can take the landlord to court to argue return of some or all the deposit and also to ask for a penalty sum from the landlord of up to 3 times the sum of the deposit for not protecting the deposit at the correct time.

Possession Proceedings

Additionally the landlord cannot use certain possession proceedings to evict a tenant if the deposit was not protected and the prescribed information not given to the tenant within the statutory 30 day deadline.

Bristol SU Lettings

Landlords registered with Bristol SU Lettings www.bristolsulettings.co.uk are required to sign a Code of Good Practice in which one of the requirements is that landlords deal with deposits correctly. Please let them know if you think that a landlord registered with them has not dealt with your deposit appropriately.

Accommodation office assistance

The Accommodation Office is very happy to advise and assist with deposit problems for all types of tenant and can help with getting deposit money back, plans of action, checking over correspondence, writing letters and submissions, advising on court procedures etc. as necessary.

The University of Bristol Accommodation Office runs a housing advice service for students, if you have any problems with your private rented accommodation please contact us.

Due to Coronavirus our office on campus is closed but our services are available remotely. Please contact us by email and an adviser will get back to you: accom-office@bris.ac.uk

The contents of this fact sheet are for information only. You should consult the Accommodation Office or an advice centre such as the CAB before taking any action.

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