

# Guidance for Tenants - Deposit Protection & Disputes

This information provides advice on:

- Protection of your deposit by your landlord or agent
- Getting your deposit back
- What happens if your deposit isn't protected
- How to raise a dispute for unfair deductions to your deposit

*This information is not intended as an authoritative interpretation of the law, only the Courts can do that. Neither does this information cover every case. For further guidance, it may be advisable to seek legal guidance from a solicitor.*

## Tenancy deposit protection rules

Your deposit must be protected in an authorised tenancy deposit protection scheme if you have an assured shorthold tenancy (AST). It is the responsibility of your landlord to ensure that your tenancy deposit is protected, even if they use an agent. Most private renters have this type of tenancy. Your tenancy agreement should state whether your agreement is an AST or not but you can use Shelter's online tenancy checker to double check what type of tenancy you likely have: [Shelter Tenancy Checker](#)

The three authorised tenancy deposit protection schemes are:

- [Deposit Protection Service](#)  
Telephone: 0330 303 0030
- [MyDeposits](#)  
Telephone: 0333 321 9401
- [Tenancy Deposit Scheme](#)  
Telephone: 0300 037 1000

Once your landlord or agent has received your deposit, they have 30 days to provide you with 'prescribed information', which is the following information:

- the address of the rented property
- how much deposit you've paid
- the name and contact details of the authorised tenancy deposit protection (TDP) scheme and its dispute resolution service
- their (or the letting agency's) name and contact details
- the name and contact details of any third party that's paid the deposit
- why and in what circumstances they would keep some or all of the deposit
- how to apply to get the deposit back
- what to do if you cannot get hold of the landlord at the end of the tenancy
- what to do if there's a dispute over the deposit

The deposit must remain protected throughout your tenancy. If you stay after the fixed term ends your landlord or agent must give you updated information within 30 days showing your deposit is still protected. Your landlord or agent must give you the updated information even if you stay and do not sign a new fixed term contract.

If you are unsure if your tenancy deposit has been or was protected, then you should contact each of the tenancy deposit scheme (TDP) to check if your deposit is or was held with them.



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### Getting your deposit back & what happens if your deposit isn't protected

If your deposit was protected in an authorised deposit protection scheme, you can ask the scheme for help if your deposit hasn't been returned.

If your landlord did not protect your deposit in an authorised deposit protection scheme or protected your deposited outside of the time limit, you may be able to claim compensation from your landlord by taking them to Court. You may be able to claim 1 to 3 times the amount of your tenancy deposit if your landlord didn't:

- protect your deposit within the required time
- protect your deposit at all in an authorised deposit protection scheme
- give you the 'prescribed information' - this is information landlords must give tenants, including details about the property and your deposit (see above)
- give you the prescribed information at the right time

You have 6 years to make a claim, so it is usually best to wait until after your tenancy ends before making a claim against your landlord to avoid any potential tension between you. Further advice is available from the [Citizens Advice Bureau](#) or [Shelter](#).

If your tenancy deposit wasn't protected or you haven't been provided with the correct 'prescribed information', you can't be evicted with a Section 21 Notice. This is another reason why you're better off waiting until you're ready to end your tenancy before you take your landlord to court. If you take your landlord to court before your tenancy ends, as well as any compensation the court might order them to protect your deposit and give you the prescribed information. Once your deposit is protected and the prescribed information given, your landlord could start the eviction process by giving you a section 21 notice.

Before making a court claim, you should try to negotiate with your landlord instead of going to court. The court will expect you to have done this. Write a letter to your landlord telling them:

- how they haven't complied with tenancy deposit protection rules
- you could get 1 to 3 times your deposit in compensation if you go to court
- what they have to do so you don't take them to court - for example, they have to return your deposit
- tell your landlord you want a reply within 21 days. If they don't reply or won't negotiate with you, you can take them to court

Unfortunately, Reading Borough Council is unable to assist you with any compensation claim. If you require assistance or further advice with a potential compensation claim, you should contact the [Citizens Advice Bureau](#), [Shelter](#) or seek legal advice.

You can report a landlord who has failed to comply with the tenancy deposit protection rules to Trading Standards via the [Citizens Advice Bureau online](#) or by calling 0808 223 1133. Trading Standards will use the information you give to decide if they'll investigate. They'll only contact you if they need more information.

Even if Trading Standards don't contact you, they might use your evidence to take action against the landlord. For example, if other people make complaints about the same landlord.

## How to raise a dispute for unfair deductions to your deposit

A landlord or agent is permitted to propose deductions to your tenancy deposit for unpaid rent and bills, cleaning, gardening or decorating, damage and missing items or if you break your tenancy agreement.

If a landlord or agent is proposing deductions to your tenancy deposit for cleaning, repairs, decorating or damage to the property, it should not be as a result of 'fair, wear and tear'. Your landlord should return the part of the deposit they think you should get, even if you haven't reached an agreement yet. Accepting this payment does not mean you've agreed to any deductions.

It is best practice for tenants to be provided with a detailed check-in report that notes the condition of each room and its furnishings and also include date/time stamped photographs showing the condition of the property. Similarly, a detailed check-out report noting any variance in condition of the property from the check-in report should also be supplied.

If you do agree with the proposed deductions, write to your landlord or agent to tell them that you do not agree. Show them your evidence and explain the reasons you do not agree. Keep copies of any emails or letters you send and get proof that they were received if you can. For example, send letters by recorded delivery or use email delivery receipts. You may be able to come to an agreement with your landlord or agent.

If you cannot come to an agreement, use your scheme's dispute resolution service. Each deposit protection scheme has a free dispute resolution service. They look at evidence from both sides and decide how much of the deposit you should get back. Contact your deposit protection scheme to get advice about raising a dispute.

### Example deposit disputes:

#### Agent no longer operating:

Your landlord is responsible for returning your deposit if the agent is no longer operating. This applies even if the agent did not pay the money to the landlord.

#### Professional Cleaning:

Where a landlord or agent can evidence that a professional clean has been carried out prior to the tenants moving in, it is likely the tenants will have to carry out a professional clean of the property to return it to the standard commensurate with the condition of the property before the tenant moved in.

#### Gardening:

Where a landlord or agent can evidence that the garden of the property was well kept garden prior to the tenant's tenancy, the landlord or agent may deduct the costs of obtaining the services of a gardener to return the garden to the standard commensurate with the condition of the property before the tenant moved in.

Any proposed deductions to a tenancy deposit by a landlord or tenant must be representative of the reasonable costs they have incurred. A landlord or agent should not be charging mandatory or fixed fees for deductions for services such as cleaning or gardening as the costs will likely vary between properties. A mandatory or fixed fee is likely to be prohibited by the Tenants Fees Act 2019.