Your deposit: late protection, missing information, and the £500 kept back

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What this report is working from

You told us:

- You paid a deposit of £1,400 on 1 February 2025.
- Your landlord protected it with mydeposits on 20 April 2025.
- You never received the prescribed information — you said you received nothing from either your landlord or mydeposits explaining how the deposit was protected or what your rights were.
- You moved out on 15 October 2025 and asked for the deposit back on 20 October 2025.
- Your landlord told you by message, at some point between 20 October and 3 November 2025, that he was keeping £500 for "general wear", with no breakdown, no photos, no quotes and no invoices.
- He returned £900 on 3 November 2025 and has said nothing further since.
- The flat is in England, your landlord is a private landlord, and at the time you were the tenant under an assured shorthold tenancy.

A note on terminology before we start. "Assured shorthold tenancy" is now a historical term for private lettings in England: from 1 May 2026, under the Renters' Rights Act 2025 (which applies in England), assured shorthold tenancies for private lets in England were abolished and existing ones became assured periodic tenancies. Your tenancy ended on 15 October 2025, before that date, so it was an assured shorthold tenancy throughout its life, and that is how this report describes it. (Wales has its own system under the Renting Homes (Wales) Act 2016; Scotland and Northern Ireland operate separately again. None of those apply to a flat in England.)

1. Where you stand

1.1 The 30-day protection deadline, worked out from your date

In England, a landlord who takes a deposit for a private assured tenancy must protect it in a government-authorised tenancy deposit scheme **and** give the tenant the prescribed information, both **within 30 days beginning with the day the deposit is received**. This duty sits in sections 212 to 215 of and Schedule 10 to the Housing Act 2004. The scheme duty came into force on 6 April 2007 (the Act was passed in 2004, but the duty did not start then), and the 30-day limit has applied since 6 April 2012 — before that the limit was 14 days. This is a rule for England; it is 30 calendar days, not working days (30 working days is the Scottish rule).

Since 1 May 2026 the duty in England covers private (non-social-housing) assured tenancies generally, rather than only assured shortholds, except for an existing tenancy that was an assured non-shorthold ("legacy assured") tenancy immediately before 1 May 2026. That change does not alter what applied to you in 2025: an assured shorthold tenancy deposit has been within the 30-day duty since 2012.

Applying that to your dates: you said the deposit was paid on **1 February 2025**. Day 1 is the day of receipt, so the 30-day period ran from 1 February 2025 to **2 March 2025**. Both the protection and the prescribed information were therefore due by 2 March 2025.

You said the deposit was protected with mydeposits on **20 April 2025**. That is 49 days after 2 March 2025 — roughly seven weeks beyond the end of the 30-day period.

Nothing in the deposit rules pauses or extends that 30-day deadline because a tenant later asks for the money back or disputes a deduction. So your request on 20 October 2025 and the dispute about the £500 have no effect on how the February–March deadline is counted.

1.2 The prescribed information — a separate duty

The prescribed information is a second, free-standing requirement under section 213(6) of the Housing Act 2004. It is not the same thing as protecting the money. Under the Housing (Tenancy Deposits) (Prescribed Information) Order 2007, in force since 6 April 2007, what has to be given includes the scheme administrator's contact details, the scheme's procedures, the dispute-resolution facilities available, and the amount of the deposit. The Order extends to England and Wales. Separately, from 1 May 2026 it was amended, in consequence of the Renters' Rights Act 2025 changes to private assured tenancies in England, by the 2026 consequential-amendments regulations — that amendment is about the position in England.

You said you received nothing: no written information from your landlord and nothing from mydeposits. On those facts the prescribed-information requirement was not met within the 30 days to 2 March 2025, and you have told us it has still not been met. Section 214(1) of the Housing Act 2004 allows a tenant to apply to the court where **either** the scheme requirement **or** the prescribed-information requirement was not complied with — they are alternatives, so a landlord who protects late and never serves the information is outside both limbs.

One fact we do not have: whether anything was ever sent to an old address, by email, or tucked into paperwork at sign-up that you did not recognise as the prescribed information. If something was in fact sent that met the Order's content requirements, the prescribed-information point would turn on when it was sent and whether it contained everything the Order lists; if genuinely nothing was sent, the position is as you have described it. We cannot resolve that from here, and this report does not assume it either way.

1.3 What section 214 provides, and the figures it fixes on your deposit

Where a deposit was not protected or the prescribed information was not given in time (or the scheme cannot confirm it holds the money), the tenant can apply to the **county court**. This applies in England. Section 214(1A), in force since 6 April 2012, means the application can be made **during or after the tenancy** — so the fact that you moved out on 15 October 2025 does not of itself close that route.

Under section 214(4), the court **must** order the landlord to pay the applicant a sum of **not less than the deposit and not more than three times the deposit**. The award itself is mandatory once a breach is established; only the amount within that band is for the court to decide. It is not "up to three times" as a matter of discretion, and it is not automatically three times either.

On your figure of £1,400, that statutory band is **£1,400 to £4,200**. Any sum ordered is payable **within 14 days** of the order. Where the tenancy has ended, the court may also order repayment of all or part of the deposit; where a tenancy is ongoing it must order repayment or protection, which is not relevant to you because you moved out on 15 October 2025.

What the court would decide within the £1,400–£4,200 band, or whether it would find the breach established on the evidence put before it, is not something this report can tell you — that is for a court, and no one can predict it.

1.4 The time limit on a section 214 claim

A claim under section 214 of the Housing Act 2004 is, in England, treated as an action to recover a sum recoverable by statute, which carries a **six-year limitation period** under section 9 of the Limitation Act 1980 (section 9 has been in force since 1 May 1981; it was applied to section 214 claims by the High Court in *Lowe v Governors of Sutton's Hospital in Charterhouse*). It is six years, not twelve.

The six years run from **the date the cause of action arose** — usually the landlord's failure to protect or to give the prescribed information in time. Exactly when that is on your facts can depend on details we do not have, including how a court would treat a continuing failure to serve prescribed information that you say has never been served. For that reason this report does not calculate an end date for you. The general point for anyone in this position is that these limits run from the breach, that delay narrows options, and that where a breach may be approaching six years old it is worth raising the timing question with an adviser early rather than late.

1.5 The £500 kept back for "general wear"

This part is governed by the deposit scheme rules and general law rather than by a statutory figure. In England and Wales:

- **The deposit belongs to the tenant.** Money is only deducted from it where the landlord can justify the deduction.
- **The burden is on the landlord to prove the deduction with evidence** — typically a check-in and check-out inventory, dated photographs, quotes and invoices. GOV.UK guidance states that a landlord or agent must be able to provide evidence supporting deductions at the end of the tenancy. The tenant is not required to prove they did not cause damage.
- **Fair wear and tear cannot be charged.** Fair wear and tear means reasonable use and ordinary natural deterioration over the period of the tenancy. "General wear", as a description, is on its face the very thing that cannot be deducted for — though what actually happened to the property is a question of evidence, and we only have your account of what you were told.
- **Deductions are like-for-like, with no betterment.** The landlord cannot be put in a better position than at the start of the tenancy. Replacing a worn item with a brand-new one, charged in full to the tenant, is the standard example of betterment.
- **Timing.** Once the amount to be returned is agreed, the money is returned within 10 days of that agreement. That is 10 days from agreement, not 10 days from the end of the tenancy.

Applying that to what you described: you said the only reason given was "general wear", given by message after 20 October 2025, with no breakdown, no photos, no quotes and no invoices, and nothing further since 3 November 2025. What follows is that the material a landlord would normally rely on to justify a deduction has not been put to you, and you have not been given the itemised basis on which the £500 was calculated. Whether any such evidence exists is a fact we do not have: if the landlord does hold inventories, photos and invoices, the dispute becomes an argument about what they show and about wear and tear versus damage; if he holds none, the deduction is unevidenced. Either way, that question is resolved by the scheme's adjudicator or by a court, not here.

You also accepted £900 on 3 November 2025. Whether receiving part of a deposit affects a dispute about the balance can depend on what was said when it was paid — for instance whether it was offered and taken as a full and final settlement, or simply as the undisputed part. You have not told us that anything was said about settlement, and this report does not assume it. If the £900 was described as settling the whole matter, that would be a point the landlord could raise; if it was simply the uncontested portion, it is harder to treat it that way.

1.6 Scheme dispute resolution — free, but it takes two

A tenancy deposit scheme may provide free alternative dispute resolution (ADR) for a dispute about deductions. Two features matter on your facts:

- **Both parties must agree to use it**, and
- **the adjudicator's decision is final.** ADR is not compulsory, and it is not an appeal system.

One fact we do not have is **which type of mydeposits product your landlord used**. Schemes operate in two forms: custodial, where the scheme holds the money, and insured, where the landlord holds it and the scheme insures it. The practical consequence differs. Where a scheme holds the money, the disputed amount is normally retained by the scheme while a dispute is decided. Where the landlord holds the money and has already paid out part of it and kept the rest, the scheme's ability to run ADR can depend on its own rules, on whether the landlord agrees, and on how long after the end of the tenancy the dispute is raised. The scheme itself can tell you which applies to the deposit registered on 20 April 2025.

Timing is also relevant: you moved out on 15 October 2025 and the £900 was paid on 3 November 2025, so more than a year has passed. The free scheme dispute route has a time limit: mydeposits allows 3 months from the end of the tenancy, so on your dates that window has probably passed. The court route remains.

1.7 The deposit cap — a point that turns on a figure you have not given

In England, a refundable tenancy deposit is capped at **five weeks' rent** where the annual rent is **under £50,000**, and **six weeks' rent** where the annual rent is **£50,000 or more**. One week's rent is the annual rent divided by 52. This has applied since 1 June 2019 under the Tenant Fees Act 2019; anything above the cap is a prohibited payment under paragraph 2(3) of Schedule 1 to that Act. (Wales has its own separate fees legislation; the England cap is not theirs.)

You have not told us your rent, so this cannot be resolved here — but the arithmetic the Act fixes can be set out on your £1,400:

- £1,400 is exactly five weeks' rent where the weekly rent is £280, which is an annual rent of **£14,560**, or about **£1,213 a month**.
- If your annual rent was below £50,000 and your rent was **at or above** roughly £1,213 a month, £1,400 was within the five-week cap.
- If your annual rent was below £50,000 and your rent was **below** roughly £1,213 a month, the part of the £1,400 above five weeks' rent was a prohibited payment under the Tenant Fees Act 2019, and there is a separate route for recovering prohibited payments.

You can work out which branch you are on from your tenancy agreement or rent statements.

1.8 Rules that exist in this area but do not bite on your facts

Possession rules (section 21 notices, the section 215 possession bar and the section 8 grounds) matter only while a tenancy is still running, and yours ended on 15 October 2025, so they do not apply here.

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2. The options open to people in your position

These are the routes that exist. Setting them out is not a recommendation of any of them, and this report does not choose between them.

Option A — Putting the position in writing to the landlord and asking for the breakdown

What it involves. A written request, by email or letter, for an itemised breakdown of the £500 with the supporting evidence (check-in and check-out inventories, dated photographs, quotes or invoices), and for the prescribed information relating to the deposit registered with mydeposits on 20 April 2025.

Cost and time. Nothing but time. Replies typically come within days or weeks, or not at all.

Trade-offs. It creates a dated written record of what was asked and what was (or was not) produced, which is the material every later route runs on. Its weakness is that it has no teeth on its own: you told us the landlord has said nothing since 3 November 2025, so a further letter may draw no response. It also does not stop any time limit running.

Option B — Asking mydeposits about dispute resolution

What it involves. Contacting the scheme, giving the deposit registration details, asking whether the deposit was protected under a custodial or insured product, whether a dispute about the £500 can still be raised given the dates, and what the scheme requires from each side.

Cost and time. The ADR itself is free. Scheme adjudications are normally paper-based: each side submits evidence and the adjudicator decides on the documents.

Trade-offs. Free, no court, no hearing, and the adjudicator looks for precisely the evidence a landlord must have — inventories, photographs, invoices. Against that: **both parties must agree to use ADR**, so a landlord who does not engage can keep it out of reach; **the decision is final**, so there is no appeal if it goes against you; and the scheme's time limit (3 months from the end of the tenancy with mydeposits) has probably passed, which leaves the court route. A scheme adjudication deals with the money in dispute, not with the separate late-protection and prescribed-information questions under section 214.

Option C — A claim in the county court under section 214 of the Housing Act 2004

What it involves. An application to the county court on the basis that the protection and prescribed-information requirements were not complied with in time. Because your tenancy has ended, section 214(1A) permits the application to be made after the tenancy. Where the facts are largely documentary, these claims are commonly brought by the Part 8 procedure on claim form N208; GOV.UK lists a fee of **£387** for an N208 claim in the county court (England and Wales). Cases are typically decided at a short hearing before a district judge.

What the court does if a breach is established. It must order payment of between one and three times the deposit — **£1,400 to £4,200** on your £1,400 — payable within 14 days, and it may order repayment of all or part of the deposit where the tenancy has ended.

Cost and time. The issue fee, plus your own time, plus the risk of some costs if the claim does not succeed. County court timescales vary by region and typically run to several months from issue to hearing.

Trade-offs. It is the only route that engages the statutory penalty at all, and it does not depend on the landlord's agreement — a defendant who ignores a claim does not thereby stop it. Against that: it is a formal legal process with a fee, a documentary burden, a hearing, and the possibility of losing; the amount within the one-to-three band is for the judge; and enforcing an order against a landlord who does not pay is a further step with its own cost. Nobody can tell you in advance how a court would decide.

Option D — A claim for the £500 itself

What it involves. The retained £500 can also be pursued as a money claim in the county court, separately from or alongside the deposit-penalty question, on the basis that the deposit is the tenant's money and deductions must be justified. Small money claims follow the small claims track, where fees are scaled to the amount claimed and costs recovery against the losing side is very limited.

Trade-offs. It puts the "general wear" deduction directly before a judge, where the landlord would have to produce the evidence for it. It costs a fee and time; it overlaps with scheme ADR, and a dispute cannot sensibly be run in two forums at once; and people in this position often find the sums involved make proportionality the main question.

Option E — Negotiating a settlement

What it involves. Reaching an agreement with the landlord about the £500, with or without any reference to the deposit-protection points, recorded in writing.

Trade-offs. Quick and certain, with no fee and no hearing. The cost is that a settlement normally closes the matter — including, depending on its wording, routes that might otherwise have remained open. Note the practical effect on the possession bar in England: once a section 214 claim has been decided, withdrawn or settled, that bar falls away.

Option F — Doing nothing further

What it involves. Leaving the £500 and the protection points where they are.

Trade-offs. No cost and no risk now, but time limits continue to run in the background — the six-year limit under section 9 of the Limitation Act 1980 runs from the breach, and the scheme's 3-month dispute window has probably already passed. Options narrow with delay rather than widening.

Your tailored next steps

A sequenced description of what people in your position commonly do, built around your dates and figures. These are descriptions of steps, not instructions, and the order is the usual one rather than the only one.

Step 1 — Assembling the paper trail (typically the first few days)

What it involves. Pulling together, in one place and in date order, the documents that this kind of matter turns on: the tenancy agreement; proof of the £1,400 payment on 1 February 2025; the mydeposits registration or certificate showing 20 April 2025; your message of 20 October 2025 asking for the deposit back; the landlord's message about keeping £500 for "general wear"; and the bank record showing £900 arriving on 3 November 2025.

Why it matters here. You said you are not sure of the exact date the landlord told you about the £500. That date sits in your messages, and finding it closes the only gap in your own timeline.

Who handles it. You, from your own records.

Rough timescale. An evening.

Step 2 — Confirming the deposit registration details with mydeposits (typically week one)

What it involves. Contacting the scheme with your tenancy details and asking: the date the deposit was registered; whether it was a custodial or insured product; what information the scheme sent and to which address or email; and whether a dispute about the £500 can still be raised, given that you moved out on 15 October 2025 and the £900 was paid on 3 November 2025.

Why it matters here. You said you received nothing from either the landlord or mydeposits. What the scheme has on record about communications sent to you goes directly to the prescribed-information question, and the custodial-or-insured answer determines whether ADR is realistically available.

Who handles it. The scheme, in response to your enquiry.

Rough timescale. Scheme responses commonly take a few working days.

Step 3 — A written request to the landlord for the breakdown and the prescribed information (typically week one or two)

What it involves. A dated letter or email asking for an itemised breakdown of the £500, the evidence relied on for it, and the prescribed information. A draft you could adapt appears below.

Why it matters here. You told us nothing has been sent about the £500 since 3 November 2025 and that you have not chased it again. A dated written request, with a reply date, converts silence into a documented silence — and if evidence does exist, this is how it surfaces.

Who handles it. You send it; the landlord responds or does not.

Rough timescale. A reply date of around 14 days is the commonly used period; keeping a copy of whatever is sent, and proof of sending, is the normal practice.

Step 4 — Free advice on the two separate questions (typically weeks two to four)

What it involves. Taking the paper trail to Citizens Advice, a council housing or tenancy relations team, or a housing solicitor, and asking them to look at the deposit deduction and the deposit-protection points as two distinct issues — because they travel by different routes (scheme ADR for one, though its time limit has probably passed, and the county court for the other).

Why it matters here. Your facts raise both at once: a late protection on 20 April 2025 against a 2 March 2025 deadline, prescribed information you say never arrived, and a £500 deduction with no stated basis. An adviser can look at the actual documents, which this report cannot.

Who handles it. Citizens Advice; a local council's housing or tenancy relations team; a solicitor found through the Law Society's Find a Solicitor service; Civil Legal Advice for the eligibility question on legal aid.

Rough timescale. Appointments often take one to three weeks to obtain.

Step 5 — Choosing a route once the replies are in (typically weeks four to eight)

What it involves. Reviewing what came back. The free ADR route had a time limit (3 months from the end of the tenancy with mydeposits) that has probably passed. If mydeposits confirms it is closed, or the landlord will not take part, the county court routes in Options C and D are the ones that remain. If a reply with real evidence arrives, the question becomes whether the items are damage or fair wear and tear, and whether any replacement charge amounts to betterment.

Why it matters here. Which door is open depends on answers you do not yet have — the scheme's product type and the landlord's response.

Who handles it. You, with an adviser if you choose to use one.

Rough timescale. A fortnight to make a decision once the information is in.

Step 6 — Keeping the timing question in view throughout

What it involves. Treating the deadlines as live: the six-year limit on a section 214 claim runs from the breach, not from when you found out about it, and the scheme's own dispute window (3 months from the end of the tenancy with mydeposits) is much shorter and has probably passed.

Why it matters here. Your deposit was paid on 1 February 2025 and the 30-day period closed on 2 March 2025, so these events are recent in limitation terms — but scheme windows measured from the end of a tenancy on 15 October 2025 are not. Where timing is tight, people in this position usually ask an adviser about it at the first appointment rather than later.

Who handles it. You, with an adviser.

Where to get regulated or specialist help for this matter

- **mydeposits** — the government-authorised tenancy deposit scheme your landlord used. It can confirm the registration details, what the scheme holds, and whether its free alternative dispute resolution is still available for a dispute about the £500; its 3-month time limit from the end of the tenancy has probably passed.
- **Citizens Advice** — free, independent advice on tenancy deposits, deductions and deposit-protection claims, by phone, online and in person. The usual first stop for people in this position who want someone to look at the documents.
- **The county court** — the court that hears applications under section 214 of the Housing Act 2004 and money claims about withheld deposits. It is the only forum that can make the statutory award of one to three times the deposit.
- **A housing solicitor** — a regulated adviser who can assess the documents, advise on the merits and conduct a claim. The **Law Society's Find a Solicitor** service lists regulated solicitors by area of law and location.
- **GOV.UK — Civil Legal Advice** — the route for checking whether legal aid is available for a housing matter and for being referred to a legal aid provider where it is.
- **Your local council (GOV.UK — Find your local council)** — many councils in England have a housing options, private rented sector or tenancy relations team that deals with private landlords and tenants and can take up complaints about landlord conduct.
- **GOV.UK** — the official guidance on tenancy deposit protection in England, including the 30-day requirement, what the prescribed information must contain, the deposit cap and the evidence a landlord needs for deductions.

If the property was let through a letting agent, redress-scheme membership is compulsory for agents in England, and an agent's redress scheme can consider complaints about the agent's handling of a deposit. You have described dealing with the landlord directly, so this is mentioned only in case an agent was involved at any stage.

A letter you could adapt

This is a draft to adapt in your own words, not a letter from anyone acting for you. Keeping a copy of whatever is sent, and a record of how and when it was sent, is the usual practice.

Dear [landlord's name],

Tenancy deposit — [property address] — deposit of £1,400

I was your tenant at the above property and I moved out on 15 October 2025. I asked for my deposit back on 20 October 2025. You told me by message that you were keeping £500 for "general wear", and £900 was returned to me on 3 November 2025. I have not received anything further about the £500 since then.

I am writing about two things.

1. The £500 retained. I have not received an itemised breakdown of the £500 or any evidence supporting it. GOV.UK guidance states that a landlord must be able to provide evidence supporting deductions from a deposit at the end of a tenancy, and fair wear and tear cannot be charged to a tenant. I would be grateful for:

- an itemised breakdown showing how the £500 is made up;
- the check-in and check-out inventories for the tenancy;
- any dated photographs relied on; and
- any quotes or invoices for work carried out.

2. The deposit protection and the prescribed information. Section 213 of the Housing Act 2004 requires a deposit to be protected in an authorised scheme and the prescribed information to be given to the tenant within 30 days beginning with the day the deposit is received. I paid the deposit of £1,400 on 1 February 2025, so that 30-day period ended on 2 March 2025. My understanding is that the deposit was protected with mydeposits on 20 April 2025. I have not received the prescribed information from you at any point — including the scheme administrator's contact details, the scheme's procedures, the dispute-resolution facilities available and the amount of the deposit. If you consider that this information was given to me, I would be grateful if you could send me a copy, together with the date and method by which it was sent.

I would be grateful for a written reply by [date — for example, 14 days from the date of this letter], to [your email address or postal address].

Yours sincerely,

[Your name] [Date]

The law and guidance behind this report

- **Housing Act 2004, sections 212 to 215 and Schedule 10** — the tenancy deposit scheme framework in England: the duty to protect a deposit in an authorised scheme, the duty to give prescribed information, the court remedy where either is not complied with, and the possession bar. The duty came into force on 6 April 2007.
- **Housing Act 2004, section 213(3) and (6)** — the requirement to comply with the authorised scheme's initial requirements and to give the prescribed information within 30 days beginning with receipt of the deposit. The 30-day limit has applied since 6 April 2012 (previously 14 days). This is what fixes your deadline of 2 March 2025 on a deposit received on 1 February 2025.
- **Housing Act 2004, section 214** — the tenant's application to the county court. Subsection (4) requires the court to order payment of not less than the deposit and not more than three times the deposit, within 14 days; subsection (1A), in force since 6 April 2012, allows an application after the tenancy has ended.
- **Housing (Tenancy Deposits) (Prescribed Information) Order 2007** — sets out what the prescribed information must contain, including the scheme administrator's contact details, scheme procedures, dispute-resolution facilities and the deposit amount. In force since 6 April 2007 and extending to England and Wales; amended from 1 May 2026, for private assured tenancies in England, by the 2026 consequential-amendments regulations.
- **Limitation Act 1980, section 9** — the six-year limit for an action to recover a sum recoverable by statute, which is the limitation period applied to section 214 claims in England following the High Court's decision in *Lowe v Governors of Sutton's Hospital in*

Charterhouse. Section 9 has been in force since 1 May 1981.

- **Tenant Fees Act 2019, Schedule 1 paragraph 2(3)** — caps a refundable tenancy deposit for housing in England at five weeks' rent where the annual rent is under £50,000, or six weeks' where it is £50,000 or more, with any excess a prohibited payment. In force since 1 June 2019.
- **Renters' Rights Act 2025 (applying in England), including section 26 and Schedule 6 paragraph 11, commenced by S.I. 2026/421** — from 1 May 2026, assured shorthold tenancies for private lets in England were abolished and became assured periodic tenancies, section 21 notices can no longer be given, the deposit duties were extended to private assured tenancies generally (apart from legacy assured tenancies existing immediately before 1 May 2026), and possession may be ordered only where the deposit and scheme requirements have been complied with, subject to the section's exceptions.
- **Housing Act 1988, Schedule 2 grounds, as amended from 1 May 2026 for England** — the section 8 grounds a landlord must now rely on for possession of an assured tenancy in England, including the four-month notice and one-year tenancy age for Grounds 1 and 1A and the three-month arrears threshold for Ground 8.
- **GOV.UK guidance on tenancy deposit protection** — covers the 30-day protection and prescribed-information requirement, the deposit cap, the evidence a landlord needs for deductions, and the availability of free scheme dispute resolution. GOV.UK notes that this protection overview applies to England and that Scotland and Northern Ireland operate separately.
- **mydeposits scheme rules and guidance** — the operating rules of the scheme your deposit was registered with, covering how deductions are evidenced, how disputes are raised and decided, that adjudication is free and voluntary and its outcome final, and that an agreed balance is returned within 10 days of agreement.

What people in this position typically have to hand

- **The tenancy agreement** — it records the rent, which decides whether £1,400 was within or above the five-week deposit cap, and it records the parties, the term and the property.
- **Proof of the deposit payment** — the bank transfer or receipt for the £1,400 on 1 February 2025. This fixes the start of the 30-day period and therefore the 2 March 2025 deadline.
- **The mydeposits registration or protection certificate** — showing the date the deposit was registered (20 April 2025 on what you described), the scheme product type, and the deposit amount recorded.
- **Everything sent or not sent at the start of the tenancy** — welcome emails, scanned paperwork, anything resembling the prescribed information. Its presence or absence is the whole prescribed-information question.

- **The check-in inventory and any check-out report** — the standard evidence for the condition of the property at both ends of a tenancy, and the documents an adjudicator or judge looks for first on a "general wear" deduction.
- **Dated photographs of the property** — taken at move-in on arrival and at move-out on 15 October 2025. Dated images are the usual counterweight to an unevidenced deduction.
- **The full message thread with the landlord** — including your request of 20 October 2025, the message announcing the £500 deduction (which also supplies the exact date you said you are unsure of), and the absence of anything since 3 November 2025.
- **Bank statements showing the £900 received on 3 November 2025** — confirming the sum returned, the date, and the balance in dispute.
- **Rent payment records** — they corroborate the rent figure for the deposit cap calculation independently of the tenancy agreement.
- **Contact details for the landlord** — a current address for correspondence and for service of any formal document, which becomes essential at the court stage if it is reached.

Questions worth asking an adviser

1. On a deposit of £1,400 received on 1 February 2025 and protected on 20 April 2025, with the prescribed information never served, how do the courts in England usually approach where within the £1,400 to £4,200 statutory band an award falls, and what factors bear on that?
2. Given that I have never been given the prescribed information, when did my cause of action under section 214 accrue for the purposes of the six-year limit under section 9 of the Limitation Act 1980 — and does a continuing failure to serve it affect that start date?
3. Does accepting £900 on 3 November 2025 affect my position on the remaining £500, or on a section 214 application, and would it make a difference whether that payment was described as a full and final settlement?
4. Can mydeposits still open a dispute about the £500 given that I moved out on 15 October 2025, and does the answer depend on whether the deposit was held under a custodial or an insured product?
5. On a rent of [your monthly rent], was the £1,400 deposit within the five-week cap under the Tenant Fees Act 2019, and if it was not, what is the route for recovering a prohibited payment?
6. If I pursue the £500 and the deposit-protection points, is it usual to deal with them in one county court claim or in two separate routes, and what difference does that make to fees, procedure and timescale?
7. What would I realistically need in the way of evidence of the property's condition at the start and end of the tenancy, and what happens where a landlord produces no inventory at all?
8. If a county court made an order and the landlord did not pay within the 14 days section 214 allows, what enforcement steps exist and what do they cost?

Glossary

- **Tenancy deposit scheme** — a government-authorised scheme, such as mydeposits, in which a landlord in England must place a tenant's deposit. Schemes are either custodial (the scheme holds the money) or insured (the landlord holds it and the scheme insures it).
- **Prescribed information** — the specific set of details a landlord must give a tenant about a protected deposit, including the scheme administrator's contact details, the scheme's procedures, the dispute-resolution facilities available and the amount of the deposit. Its content is set by the Housing (Tenancy Deposits) (Prescribed Information) Order 2007. It is a separate duty from protecting the money.
- **Initial requirements of the scheme** — the steps a scheme requires a landlord to take to register and protect a deposit with it, which must be completed within the 30-day period.
- **Section 214 application** — an application by a tenant to the county court in England where a deposit was not protected or the prescribed information was not given in time, under section 214 of the Housing Act 2004. The court must order the landlord to pay between one and three times the deposit.
- **Assured shorthold tenancy** — the standard form of private tenancy in England until 1 May 2026, when assured shortholds were abolished for private lets in England and existing ones became assured periodic tenancies. It is now a historical term for private lets in England and describes the tenancy you held, which ended in October 2025.
- **Assured periodic tenancy** — the form of private tenancy in England since 1 May 2026: it runs from period to period with no fixed term and can only be ended by the landlord on a statutory ground.
- **Fair wear and tear** — the deterioration a property and its contents suffer through reasonable use over the period of a tenancy. It cannot be charged to the tenant as a deposit deduction.
- **Betterment** — putting the landlord in a better position than at the start of the tenancy, for example charging the full cost of a new item to replace an old and worn one. Deductions are assessed like-for-like, allowing for age.
- **Alternative dispute resolution (ADR)** — the scheme's free adjudication of a dispute about deposit deductions, decided on the documents. Both parties must agree to use it and the decision is final.
- **Prohibited payment** — a payment a landlord or agent is not permitted to require under the Tenant Fees Act 2019 in England, including any part of a deposit above the statutory cap.
- **Limitation period** — the time within which a claim must be brought. For a section 214 deposit-penalty claim in England it is six years under section 9 of the Limitation Act 1980, running from when the cause of action arose.
- **Part 8 claim / form N208** — the court procedure and claim form commonly used for claims that turn mainly on documents rather than disputed facts, often used for section 214 applications.

- **Small claims track** — the county court procedure for lower-value money claims, with scaled fees and very limited recovery of costs from the losing side.
- **County court** — the court in England and Wales that hears tenancy deposit penalty applications and money claims about withheld deposits.

This report is general information based on what you told us, not legal advice. If any of the facts are different, the answer can change.

Sources read for this report

The current legal position in this report was checked against the following sources, which were read while preparing it:

- legislation.gov.uk (legislation) — https://www.legislation.gov.uk/uksi/2007/797
- gov.uk (official guidance / regulator) — https://www.gov.uk/deposit-protection-schemes-and-landlords/overview
- gov.uk (official guidance / regulator) — https://www.gov.uk/guidance/tenant-fees-act-2019-amended-by-the-renters-rights-act-2025/tenant-fees
- gov.uk (official guidance / regulator) — https://www.gov.uk/fees-you-can-charge-as-part-of-a-tenancy
- gov.uk (official guidance / regulator) — https://www.gov.uk/guidance/tenant-fees-act-2019-guidance-for-tenants
- gov.uk (official guidance / regulator) — https://www.gov.uk/tenancy-deposit-protection
- legislation.gov.uk (legislation) — https://www.legislation.gov.uk/ukpga/2025/26/section/26/2025-10-27
- legislation.gov.uk (legislation) — https://www.legislation.gov.uk/ukpga/2025/26/section/26/2026-06-01/data.xht?view=snippet
- legislation.gov.uk (legislation) — https://www.legislation.gov.uk/ukdsi/2026/9780348286823
- legislation.gov.uk (legislation) — https://www.legislation.gov.uk/ukpga/2019/4/schedule/1/paragraph/2/enacted/data.xht
- legislation.gov.uk (legislation) — https://www.legislation.gov.uk/ukpga/2019/4/schedule/1/crossheading/tenancy-deposit/data.html
- gov.uk (official guidance / regulator) — https://www.gov.uk/guidance/fees-you-can-charge-as-part-of-a-tenancy
- legislation.gov.uk (legislation) — https://www.legislation.gov.uk/ukpga/2004/34/part/6/chapter/4
- commonslibrary.parliament.uk (legislation) — https://commonslibrary.parliament.uk/research-briefings/sn02121/

This report is general legal information, not legal advice on your specific circumstances, and we are not acting as your solicitor. For advice on your situation, contact a regulated adviser such as Citizens Advice or a solicitor.