

Tenancy Deposit Protection Adjudication Case Study Bulletin Nineteen 11th November 2009

Case Study One:

The total amount paid to the Landlord as Deposit at the commencement of the tenancy was £1,200.00, of which £694.00 is currently in dispute.

The Landlord submits that he is entitled to retain £694.00 from the Deposit to compensate towards losses arising as a result the Tenant's breaches of the Tenancy Agreement, relating mainly to (i) professional cleaning; (ii) kitchen worktop replacement; (iii) administration fees and (iv) lost letting.

The Tenant submits that she is entitled to be returned the total amount in dispute and denies any liability towards the Landlord.

The Adjudicator directed to return the total sum of £694.00 to the Tenant.

Case Study Two:

The Landlord claimed for cleaning carpets, general cleaning, repainting and replacement of various items in the bathroom. The adjudicator had found that the Landlord had proved that the carpets in the Property required to be cleaned and allowed the amount of the carpet cleaner's invoice. As the Tenant had only challenged the withholding of part of the deposit because he accepted that there was a need for some further cleaning, the amount due to the Landlord was only a further £3.75. In relation to the need for repainting, the adjudicator found that the Landlord had not proved that the actions of the Tenant in wiping or washing the walls had made any significant additional damage to walls that the Tenant said were damaged at the outset. The Landlord had not produced the check-in report or any photographs. The adjudicator found that the Landlord was not entitled to recover for the costs of general cleaning because this had been carried out by the Landlord's office cleaner and the Landlord had not established that he had suffered any loss. There was no evidence of replacement of bathroom items. The adjudicator directed that £3.75 be paid to the Landlord and the balance of £996.25 be paid to the Tenant.

Case Study Three:

The Landlord claimed part of the Deposit and had paid the balance to the Tenant. The Tenant disputed some of the amount retained because he challenged certain items on an Excel spreadsheet on which the Landlord's claim was listed. The amount disputed formed the protected sum, which was less than the amount retained by the Landlord. The adjudicator considered the spreadsheet and the claim made in the adjudication by the Landlord. There were some discrepancies. The adjudicator considered all those matters which the Tenant had agreed in principal and applied the lower figures claimed by the Landlord in the adjudication. The adjudicator then considered the matters that the Tenant had not agreed and found that the Landlord succeeded in claims relating to failure to maintain the garden in the sum of £150 (less than the amount claimed), and in relation to the need to remove a key plaque which had been stuck to an item of furniture in the sum of £10. The adjudicator directed that a further £16.50 was

due to the Landlord and the balance of the disputed amount (£574.38) was to be returned to the Tenant.

Case Study Five:

The total amount paid to the Landlady as Deposit at the commencement of the tenancy was £500.00, of which £320.00 is currently in dispute.

The Landlady submits that she is entitled to retain £320.00 from the Deposit to compensate towards losses arising as a result the Tenant's breaches of the Tenancy Agreement, relating mainly to the damage of the laminated flooring.

On the other hand, the Tenant accepts that she has caused some damage to the laminated flooring of the Property, but considers that the amount claimed by the Landlady is unfair and unreasonable.

The Adjudicator awards to return the total sum of £320.00 to the Tenant in as much as the Landlady has failed to demonstrate that the Tenant is liable for the total amount claimed.

Case Study Six:

The total amount of £500.00 paid to the Landlord as Deposit at the commencement of the tenancy is currently in dispute.

The Landlord submits that she is entitled to retain the whole amount of the Deposit to compensate towards losses arising as a result the Tenant's breaches of the Tenancy Agreement, relating mainly to (i) professional cleaning; (ii) storage of bicycle; (iii) late payment of rent and (iv) various missing items.

The Tenant accepts to pay compensation as per the Tenancy Agreement for late payment of the last month's rent and submits that the remaining part of the Landlord's claim is unreasonable and that she is entitled to be returned most of the amount in dispute.

The Adjudicator decides to return the total sum of £488.50 to the Tenant and £11.50 to the Landlord on the ground that the Landlord has failed to provide sufficient documentary evidence in support of her allegations.

Case Study Seven:

The landlord and tenant were able to agree that some deductions should be made from the deposit but were in dispute over the landlord's claim for the cost of a new leather settee. The tenant wanted to set off an allowance for the landlord's failure to repair the water heater. The Adjudicator found that the cat scratches on the settee were more than fair wear and tear even if the landlord had given permission for the tenant to keep a pet, but the scratches were not sufficient to justify replacing the settee. The tenant was entitled to compensation for the failure to repair the water heater, and when one amount was set off against the other the landlord received a payment from the deposit.

Case Study Eight:

The Landlord claimed to be entitled to retain £146 out of the deposit of £900 in respect of items of damage and loss to the flat and its contents caused by the Tenant during the tenancy.

The Tenant denied that she or her co-tenants were responsible for any of the alleged loss or damage.

The Adjudicator found, on the balance of probabilities, that the Tenant was responsible for missing items to the value of £61, and damage to the value of £10, but not for any other items claimed by the Landlord. In particular, there was no evidence to demonstrate that damage to the decoration of the communal hall, was caused by the Tenant, rather than the tenant of another flat who used the hall to store ladders and tools.

The Adjudicator directed that £71 out of the deposit be paid to the Landlord, and the balance to the Tenant.

Case Study Nine:

At the end of the tenancy the landlord notified the tenants of a number of claims for cleaning, gardening, repairs and the replacement of a rug. A deduction from the deposit was agreed, and the agreement was recorded in writing. The tenants then questioned the landlord's entitlement to the sum agreed because they had not seen any evidence that the money deducted had been spent. The landlord sought to increase her claim because the repairs had cost more than anticipated. The Adjudicator found that as a matter of law there had been a valid compromise of the landlord's claim which neither party was able to resile from. The agreed amount was paid to the landlord.

Case Study Ten:

The total amount paid to the Landlord as Deposit at the commencement of the tenancy was £1,800.00, of which £600.00 is currently in dispute.

The Tenant submits that she is entitled to be returned the total amount in dispute and denies any liability towards the Landlord.

The Agents submit that they have contacted Landlord, but the latter failed to respond with any evidence in support of the deductions.

The Adjudicator decides to return the total sum of £600.00 to the Tenant in as much as the Landlord has failed to demonstrate that the Tenant was liable for the amount claimed.

Case Study Eleven:

The total amount paid to the Landlord as Deposit at the commencement of the tenancy was £600.00, of which £405.00 is currently in dispute.

The Landlord submits that he is entitled to retain the amount in dispute to compensate towards losses arising as a result the Tenant's breaches of the Tenancy Agreement, relating mainly to professional cleaning of the Property.

The Tenant submits that the Landlord's claim is unreasonable and unjustifiable and that he is entitled to be returned the total amount in dispute.

The Adjudicator decides to return the total sum of £295.00 to the Landlord and £110.00 to the Tenant, in as much as the Landlord has failed to demonstrate that the Tenant is liable for the full amount claimed.

Case Study Twelve:

The Landlord submitted that he was entitled to retain the Deposit to cover the rent (£700) due in advance during a periodic tenancy for the period of the letting which had started before he discovered that the Tenant had already left the Property. The Tenant had given no notice. In response to an inquiry by the Landlord about the unpaid rent, the Tenant texted that the Landlord could keep the Deposit to pay for the month's rent due and explained that he had left due to certain hardships. The Landlord decided, having read the Tenant's explanation, to limit his claim to 3 weeks rent from the date of notice, namely £525, and this was the sum protected, although he argued that his full claim would have been for £1,091 including repairs to the lounge and the cost of changing the locks. The Tenant conceded that the Landlord was entitled to receive the rent for the period of his occupation which the Landlord had retained, but not the protected sum. The adjudicator found that the Landlord was entitled by law to 1 month's notice and also that the Tenant had agreed to that. The adjudicator directed that the protected sum be paid to the Landlord.

Case Study Thirteen:

The Landlord claimed to be entitled to retain the whole of the deposit of £950 on the ground that the Tenant left the property and its contents in unclean and damaged condition, and the Landlord incurred expense of £1,164.47 for necessary cleaning and repairs and replacements.

The Tenant asserted: (i) That the property was left in clean and undamaged condition; (ii) That the matters complained of amounted to no more than fair wear and tear occurring during two years' occupation; (iii) The amounts claimed by the Landlord were excessive.

The Adjudicator found, in the absence of any joint inspection or agreed schedule at the end of the tenancy, that the Landlord was entitled to some, but not all, of the items in respect of which he claimed. In particular, the Landlord had not proved that the kitchen hob was broken when the tenancy ended, and the amount claimed in respect of replacement carpets should be reduced by 50% for "betterment".

The Adjudicator decided to return the sum of £566.34 to the Landlord and the balance, namely £383.66, to the Tenant.

Case Study Fourteen:

The Landlord was seeking to retain £525.00 being costs incurred due to eviction proceedings.

Directing that the £525.00 be refunded to the Tenant, the adjudicator decided that the Landlord had not provided any evidence to justify the eviction. Apart from a statement of costs, there were no letters, emails, notices etc to prove that:

i. He tried to contact the Tenant regarding the arrears at any time. ii. The required notices were served on the Tenant.

Case Study Fifteen:

The Landlord claimed to be entitled to retain the whole of the deposit of £450 for the following reasons: (i) The Tenant vacated the property and failed to pay rent in respect of any period after 27th January 2009; (ii) The Landlord was unable to re-let the property until May 2009, and thereby suffered loss in excess of the amount of the deposit.

The Tenant asserted:

(i) That he was entitled to terminate the tenancy without notice because the property was unfit for occupation; (ii) That in any event he was entitled to terminate the tenancy by giving one month's notice and that he gave such notice orally and in writing.

The Adjudicator found that the tenancy was for a term certain and the Tenant had not been entitled to terminate the tenancy before 26th April 2009, and that the property had not been unfit for occupation. Furthermore, the Landlord had not accepted a surrender. The Tenant therefore owed rent at the rate of £450 per month for a period of over 3 months, which exceeded the amount of the deposit.

The Adjudicator directed to return the whole sum of £450 to the Landlord.

Case Study Sixteen:

The Landlord was seeking to retain the £1,200.00 deposit for outstanding rent.

Directing that the £1,200.00 be refunded to the Landlord, the adjudicator decided that the Tenant had vacated the Property with several months of a fixed 12 month term to go and the Landlord was therefore entitled to return of the deposit.

The adjudicator noted that the Tenant was fortunate to be only losing his deposit as he found that the Landlord was owed three months rent (£3,300.00).

Case Study Seventeen:

The Landlord claimed to be entitled to retain £225 out of the deposit of £1,980 for the following reasons:

- (i) The Tenant left the flat in need of cleaning, for which the Landlord had to pay £120;
- (ii) The Tenant installed, but did not remove, a Sky TV dish, and also left rubbish in the flat, and the Landlord incurred a cost of £60 for removing the dish, making good the cable holes, and removing the rubbish;
- (iii) Various small items of furnishing and utensil were missing at the end of the tenancy, for which the Landlord claimed a contribution of £30;
- (iv) A chest of drawers was damaged, for which the Landlord claimed £15.

The Tenant asserted:

- (i) That the flat was left generally clean, with only a little dusting required, and the amount claimed by the Landlord was excessive;
- (ii) That the Landlord's agent authorised the Sky installation, and the Tenant should not therefore have to pay for removal;
- (iii) That the items alleged to be missing were not in fact missing.

The Adjudicator found that the Landlord was entitled to all the amounts claimed, and, in particular, that the Tenant had had permission to install a Sky television dish, but was in breach of covenant by failing to remove it, and make good the cable holes, at the end of the tenancy.

The Adjudicator directed that, out of the sum of £1,980 held, Tenancy Deposit Solutions Limited return the sum of £225 to the Landlord and the balance, namely £1,755, to the Tenant.

Case Study Eighteen:

The total amount paid to the Landlord as Deposit at the commencement of the tenancy was £1,200.00, of which £560.00 is currently in dispute.

The Landlord submits that he is entitled to retain the total amount in dispute to compensate towards losses arising as a result the Tenant's breaches of the Tenancy Agreement, relating mainly to dilapidations of the Property.

The Tenant submits that she is entitled to be returned the total amount in dispute and denies any liability towards the Landlord.

The Adjudicator carefully considered the submissions of the parties and the documents provided to him, and decided that the Tenancy Deposit Solutions Ltd to return the total sum of £560.00 to the Tenant in as much as the Landlord has failed to provide sufficient documentary evidence to demonstrate the Tenant's liability for the items claimed.

Case Study Nineteen:

The Landlord was seeking to retain £747.52 for seven items listed in a letter sent to the Tenant.

The adjudicator directed that the £747.52 be refunded to the Tenant because apart from the letter, the Landlord had not provided any evidence to substantiate withholding anything.

Case Study Twenty:

The total sum of the Deposit paid by the Tenant to the Landlord was £1362. The Landlord repaid £320.53 to the Tenant and claimed to be entitled to retain the balance of £1,041.47. The Tenant challenged this as to £697.22 in respect of the cost of cleaning 6 curtain drops and replacement of the ceramic hob which the Tenant had broken. The check-in report referred to only two pairs of curtains and the check-out also referred to two pairs but stated that another pair had been found. Two were described as being stained. There was an uncertainty about whether this meant 2 curtains or 2 pairs. The adjudicator found that the Landlord had only proved his case in respect of 2 curtains and reduced the claim for cleaning the curtains by 2/3rds. In respect of the broken hob, the Tenant said it was covered by guarantee. The Landlord had produced the guarantee. It appeared to cover the damage. The Landlord had not produced any evidence that the guarantor had actually refused to meet the liability. The adjudicator found that the Landlord had not proved that he had suffered a loss which he could not have taken reasonable steps to mitigate. Accordingly, the adjudicator directed that £160 should be paid to the Landlord for curtain cleaning and the balance of £537.22 paid to the Tenant.

Case Study Twenty-one:

The total amount of £2,250.00 paid to the Landlord as Deposit at the commencement of the tenancy is currently in dispute.

The Agents submit that they are entitled to retain £1,665.00 from the Deposit to compensate towards losses arising as a result the Tenant's breaches of the Tenancy Agreement, relating mainly to (i) works carried out by builders; (ii) replacement of wardrobe mirrors; (iii) carpet cleaning; and (iv) rubbish removal.

The Tenant submits that he is entitled to be returned the full amount in dispute and denies any liability towards the Landlord.

The Adjudicator decided to return the total sum of £2,250.00 to the Tenant in as much as the Agents have failed to provide enough documentary evidence in support of their claim.

Case Study Twenty-two:

The principal issue to be determined was the length of notice to be given by the tenant to end a periodic monthly tenancy. The Adjudicator found that in the absence of any provisions in the tenancy agreement a tenant can end a monthly periodic tenancy by giving one month's notice ending on the last day of a tenancy period. Applying that finding to the facts of the case the tenant was liable to pay the landlords rent for an additional month and a payment was allowed from the deposit to cover this.

Case Study Twenty-three:

The Landlord claimed to be entitled to retain £790 out of the deposit of £1,116 on the ground that the Tenant left the property and its contents in an unrepaired and unclean condition and that the Landlord incurred a cost of £790 for necessary repairs, replacements and cleaning.

The Tenant admitted some minor matters of want of repair, but generally asserted that the property and its contents were left in good condition and that the amounts claimed by the Landlord were excessive.

The Adjudicator noted that neither party had provided a full copy of the tenancy agreement, and that there was no evidence of any invoices, estimates or receipts for the work and materials alleged to have been necessary at the end of the tenancy, and gave the parties an opportunity to file further evidence, but no new information was supplied.

The Adjudicator allowed some of the Landlord's claims, to the extent that they appeared to be proved by the photographs produced, and reasonable in amount.

The Adjudicator directed that the sum of £215 should be paid to the Landlord, and the balance of £575 should be paid to the Tenant.

Case Study Twenty-four:

The Landlord was seeking to retain £449.00 in order to recover unpaid rent and the cost of returning the Property to the same condition as at the beginning of the tenancy. Once the application for Adjudication was completed, the Landlord later demanded that the case be withdrawn because the agreement she had made with the Tenant was not an Assured Shorthold Tenancy Agreement but a Lodger Agreement. This was due to fact that the Landlord lived in the same Property as the Tenant.

The Adjudicator found that the agreement made between the parties began as an Assured Shorthold Tenancy Agreement, as illustrated by the document which was signed and dated by both parties. However, the Landlord moved into the Property during the term of the tenancy without the permission of the Tenant and proceeded to unilaterally create a Lodger Agreement. The Adjudicator also found that both parties had explicitly consented to resolve their Dispute by way of Adjudication and drew attention to the fact that under the principles of contract law, an incorrect title or heading of a contractual agreement does not automatically render the substance of that agreement void if both parties have agreed to be bound. Therefore, due to the absence of any substantive evidence submitted by the Landlord, the Adjudicator directed that £449.00 be returned to the Tenant.

Case Study Twenty-five:

The Landlord was seeking to retain £1200.00 in order to recover unpaid rent. The Tenants, who were jointly and severally liable for performance of their obligations under the Tenancy Agreement, asserted that only one of the Tenants had not paid rent for the entire term of the tenancy. The Adjudicator found that the unpaid rent could be deducted from the Deposit and directed that the Landlord be paid £1200.00.

Case Study Twenty-six:

The Landlord claimed to retain the whole deposit of £450.00, submitting that (i) rent of £584.32 remained unpaid; (ii) damage of £100.00 had been caused and admitted by the Tenant; (iii) Tenant left behind old furniture, the removal of which was paid by the Agent; (iv) A Notice Requiring Possession under a Periodic Tenancy was sent to the Tenant, stating that the Tenant must leave the flat by 13th February 2009. Despite such Notice, the Tenant remained in the property until 20th April 2009.

The Tenant admits only that he caused damage of £100.00 (damaged sink) and seeks the refund of the remaining sum of £350.00. The Tenant submits that he did not pay the outstanding rent because the Landlord failed with the upkeep of the property and that a damaged kitchen window was not repaired for one year. The Tenant submitted that he broke his toe on a damaged carpet and incurred a loss of £400.00 as a result, and that he refurbished the property at his own expense for the past 8 years, and that he spent £500.00 when the guttering failed and the lounge ceiling collapsed.

Adjudicator's Decision: The Adjudicator awards to pay the full deposit of £450.00 to the Landlord. **Reasons:** The Tenant failed to provide any evidence whatsoever to demonstrate that it was justified to withhold the payment of rent. The Tenant also failed to substantiate his asserted loss of £400.00.

Case Study Twenty-seven:

The total value of the deposit was £575.00. The Landlord claimed to retain £486.18 of the deposit for the following reasons: (i) It was a term of the tenancy that the Tenant (T) would be invoiced for a full tank of oil on occupation and refunded for whatever oil was in the tank when she vacated at the current rate. The value of the oil in the tank at the commencement of the tenancy was £758.18, which is not disputed. (ii) It was also agreed that the Tenant must provide a receipt from a professional company at the end of the tenancy, confirming that the carpets have been cleaned, deodorized and treated for fleas because the Tenant had two dogs. The Tenant has not provided such receipt. (iii) The Landlord refuses to reimburse the Tenant for an asserted repair of a small panel of glass in the door because the Tenant has not provided an invoice to prove that she incurred the claimed cost of £130.00.

The Tenant seeks the refund of the deposit in full. The Tenant submits that she believed that the "current price" for the oil in the tank referred to the price she paid at the commencement of the tenancy. The Tenant submits that the carpet was cleaned with a professional vax carpet cleaner, which should be considered professional enough. The Tenant submits that she had to force entry into the property by smashing a panel of glass in the door because her key broke in the lock in the middle of the night. Tenant claims that she paid £130.00 for the replacement of the glass.

Adjudicator's Decision: Landlord's claim succeeds in full. The Adjudicator awards to pay £486.18 to the Landlord, and the remaining balance of £88.82 to the Tenants. **Reasons:** The adjudicator found Landlord's explanation of the oil owed and refunded clear and logical and the evidence submitted in support of such explanation (letters and invoices) satisfactory. Regarding the carpets, Tenant was clearly obliged to provide an invoice and failed to do so. Regarding the asserted cost of £130.00 to replace the glass in the door: On a balance of probabilities, the adjudicator accepted the Landlord's submission. The Tenant failed to provide an invoice or any other evidence to support her claim.

Case Study Twenty-eight:

The total value of the deposit (£2175.00) was in dispute. The Landlord claimed to be entitled to retain £1367.73 of the Deposit for the following reasons: (i) Outstanding rent of £905.73; (ii) Gardening and decorating cost of £310.50; (iii) £36.50 for the replacement of 34 light bulbs; (iv) £35.00 for damage to kitchen unit and stain to mattress; and (v) £80.00 for patchy touched up walls.

The Tenant sought the refund of the Deposit, less £12.50 for light bulbs, for the following reasons: (i) The Tenant gave notice to end the tenancy on 27th March 2009 and vacated the property on 7th May 2009. The Tenant paid full rent until 7th May 2009, but refused to pay for the full two-month-notice period in view of Landlord's following breaches of contract: (i) the radiator in one bedroom leaked for months and did not heat up. (ii) The central heating system was dangerously fitted and would have exploded if the Tenant's wife had not discovered a dangerous leak and switched it off. The Tenant was then advised to use a gas heater, but a few weeks later this heater was declared unsafe to use. (iii) The Landlord's claim for "gardening costs" were the costs for the removal of tree branches left by the Landlords incompetent workers, who had cut down all the trees in the garden and failed to clear the rubbish. (iv) The kitchen unit was in the same bad condition at the time of check-in (see report) and the mattress was so shabby that the Tenant never used it. (v) The Tenant touched up the walls with the paint provided by the Agent and as advised by the Agent.

The Adjudicator awards the sum of £12.50 to the Landlord for the light bulbs and the sum of £2162.50 to the Tenant. Reasons: It was not disputed that the central heating system and the gas heater were unsafe. The Landlord breached several clauses of the Tenancy Agreement. The Landlord also breached Section 11 (1) (c) of the Landlord and Tenant Act 1985 because he failed to keep in repair and proper working order the installations in the house for space heating and heating water. The property was damp and full of mildew and mould. The adjudicator found that the house was unfit for human habitation under Section 10 of the Landlord and Tenant Act 1985 and therefore the Tenant did not have to pay the last instalment of rent of £905.73. The adjudicator also accepted the Tenant's evidence on the other issues and found that the Tenant was not liable for any of the Landlord's claims, except for the light bulbs admitted by the Tenant.

Case Study Twenty-nine:

The total value of the deposit (£695.00) was in dispute. The Landlord claimed to be entitled to retain the whole Deposit. The Landlords claims to have incurred costs of £2519.32 because the Tenant failed to leave the property in a good and clean condition, failed to allow sufficient viewings by prospective tenants to take place and failed to clean the carpets professionally, as had been agreed in view of her large dog. The submitted amount of £2519.32 includes legal costs, carpet cleaning and replacement, redecoration, agent project management time and expenses and loss of rent.

T submitted (i) that she gave notice several weeks earlier than required in order to assist L in finding a new tenant; (ii) that she cleaned the carpets as agreed with L; (iii) that she kept the property in immaculate condition; (iii) that she accommodated as many viewings as reasonably possible, considering that she is single and works full-time; (iv) that she received a solicitor's letter enclosing a Notice Seeking Possession and stating breaches of the tenancy agreement such as "The Tenant is behind with the rent". T provided evidence demonstrating that the contents of the solicitor's letters were untrue and made no sense.

The landlords claim fails. The Adjudicator decides to award the full deposit of £695.00 to the Tenants.

Reasons: The photographs provided by L show a clean and tidy place, except for a wet stain on the floor and some scuffmarks on the walls. On a balance of probabilities, the adjudicator accepted Tenant's submission that the wet stain stems from spilt and cleaned up orange juice and was not canine urine. The adjudicator found that the Landlord failed to substantiate his claims. There was no reason for the solicitor's letters and the content of such letters seemed to be untrue. The checkout report was dismissed because it was not signed by either party. The adjudicator found on a balance of probabilities that the scuffmarks on the walls were caused by Landlord's builders.

Case Study Thirty

The total value of the deposit (£2215.38) was in dispute. The Landlord made no submissions and did not substantiate why he may be entitled to retain the whole or part of the deposit. The Tenants seek the deposit in full, referring to an e-mail from the landlord, which confirms that he was happy with the house and would return the full deposit to Tenant. The Agent also confirmed to the tenant on several occasions that the full deposit was due to them.

The Landlord's claim fails. The Adjudicator decides to return the sum of £2215.38 to the Tenant.

Case Study Thirty-one:

The Landlord was seeking to retain £483.00 further to cleaning and work following mice infestation.

The adjudicator directed that the £483.00 be refunded to the Tenant because apart from one email, the Landlord had not provided any evidence to substantiate withholding anything.

Case Study Thirty-two:

The tenant kept a pet dog in the property with the consent of the landlord, but at the end of the tenancy the living room carpet had a foul odour even though the tenant had paid for it to be cleaned. The Adjudicator found that the tenant had not returned the property in a clean condition or in good repair and allowed the landlord a contribution towards the cost of a new carpet.

Case Study Thirty-three:

The Landlord claimed the sum of £565.00 from the Deposit of £1500.00 to cover the cost of returning the property to its pre-tenancy condition. The Tenant asserted that the property was left in "an absolutely pristine condition".

Adjudicator's Decision: The Adjudicator found a letter amongst the papers submitted by the parties. In this letter the Tenant offered to pay the Landlord the total sum of £265.00 to cover the costs that the Landlord alleged to have incurred as a result of the Tenant's breaches of the Tenancy Agreement. The Adjudicator found this letter to be an offer to settle rather than an admission of liability. As the Landlord had failed to submit any other evidence to substantiate his claim, the Adjudicator directed that the whole Deposit should be returned to the Tenant.

Case Study Thirty-four:

The Landlord submitted that she was “not disputing the deposit” but then asked whether she is entitled to notice or rent in lieu of notice, since she was not made aware of the Tenant’s intention to leave the property.

Adjudicator’s Decision: The Adjudicator found that LPA receivers had been appointed to take control of the property. It was also found that the LPA receivers had appointed a property agent to manage the property on their behalf. In the evidence submitted by the parties there was an e-mail from the Agent stating that its client, the LPA receivers, found the two weeks’ notice given by the Tenant to be acceptable. In another e-mail from the Agent, the Agent authorised the release of the Deposit. Since the LPA receivers were in control of the property and their Agent had authorised the release of the Deposit, the Adjudicator directed the whole Deposit to be returned to the Tenant.

Case Study Thirty-five:

The Landlord was seeking £2715.00 to recover the cost of a) unpaid rent for the final month of the tenancy in the sum of £1275.00; b) a shortfall in rent for the months of December 2008 and January 2009 in the total sum of £50.00; c) an inventory fee in the sum of £150.00; and d) a number of replacement items in the total sum of £1240.00. The Tenant agreed to pay £1250.00 in rent for the final month of the tenancy but did not accept responsibility to pay any other sum to the Landlord.

The term of the Tenancy Agreement was from 20 November 2007 to 19 November 2008 with a rent of £1250.00 per month. A Memorandum of Agreement with a term from 20 November 2008 to 19 November 2009 and a stated rent of £1275.00 per month was also submitted, but signed only by the Landlord. The rent account showed that the Tenant continued to pay £1250.00 per month once the term of the Tenancy Agreement had expired. The Adjudicator found that a statutory periodic tenancy ensued from the expiry of the fixed term of the Tenancy Agreement as the Memorandum of Agreement was not deemed to be legally binding in the absence of the Tenant’s signature.

The Adjudicator directed that the sum of £1250.00 in rent be paid to the Landlord for the final month of the tenancy in accordance with the rent clause in the Tenancy Agreement. In respect of the shortfall of rent, the Landlord’s claim failed as the Memorandum of Agreement was not held to be valid. In respect of the inventory fee, the Landlord’s claim failed as there was no provision in the Tenancy Agreement stating that the Tenant was required to pay such a fee. And with regards to the replacement items, the Landlord’s claim failed as there was no substantive evidence of the condition of the items present at the Property at the commencement of the tenancy to permit an objective comparison of the Property at check-in and check-out.

Case Study Thirty-six:

The Landlord was seeking £1796.20 to recover the cost of a) air fresheners in the sum of £15.00; b) professional cleaning in the sum of £72.00; c) travelling expenses to the Property in the sum of £19.20; d) potential loss of two months’ rent in the sum of £1590.00; and e) dry cleaning of the curtains in the sum of £100.00 as a result of the Property smelling of curry at the end of the tenancy. The Tenant denied that he made curry at the Property and submitted that there was a smell present at the Property at the commencement of the tenancy.

The sum of the Deposit of £1312.00 was refunded to the Tenant as the Landlord failed to prove that the condition of the Property deteriorated in any way during the tenancy by providing substantive evidence by way of Inventory, Check-out report or otherwise.

Case Study Thirty-seven:

The Landlord was seeking to retain the Deposit to recover the cost of repair to the Saniflo toilet unit. The Tenant denied that she disposed of any prohibited items in the Saniflo toilet unit and refused to pay the cost of repairs.

The Adjudicator directed the Deposit be refunded to the Tenant as the Landlord had not proved that any damage was caused to the toilet during the tenancy by providing substantive evidence of the condition of the toilet at the commencement and at the end of the tenancy.