

Tenancy Deposit Protection Adjudication Case Study Bulletin Fourteen: 14th April 2009

Case Study One:

The Adjudicator found that the Landlord was not entitled to withhold repayment of the deposit more than two months after the tenancy ended because one of the Tenants had failed to produce receipted final utility bills when there was no evidence that he may be liable to pay those bills if the Tenants did not.

Case Study Two:

The Landlord was retaining the £625.00 for a) Extra days at the Property £46.00, b) Transducer £72.00, c) Transducer admin charge £50.00, d) Bulb replacement £14.50, e) Work done to renew flat plus cleaning £460.00, less £138 for fair wear and tear, f) Attending flat organising cleaning etc £69.00, and, g) Replacement key fob etc £48.50.

The Adjudicator directed that £131.11 was to be returned to the Landlord (which the Tenant had acknowledged) and the balance to the Tenant. The Landlord had failed to provide any inventories, photos or costs which handicapped his case severely.

Case Study Three:

The Landlord was retaining the full deposit of £1,100.00 for a) Outstanding Utility and Council Tax bills, b) Late rent, c) Steam clean, d) Bath panel, e) Shower screen, f) Door handle, g) Decorating, and h) Floor damage.

The Adjudicator directed that £597.79 was to be returned to the Landlord for the outstanding gas and Council Tax charges for which bills and notices had been provided starting one month after the Tenant had vacated the Property. However, due to the lack of cost evidence (receipts, rent books etc) for the other items the balance of £502.21 was returned to the Tenant.

Case Study Four:

The Tenants gave notice to end their tenancy and paid rent to the end of their notice period. The Landlord tried to charge rent for a further month.

The Adjudicator found that the statutory notice period of four weeks applied and disallowed the Landlord's claim. A charge of £47 for an arrears letter was disallowed as unfair and therefore void under the Unfair Terms in Consumer Contracts Regulations 1999. Where the Tenant had obtained an estimate for the cost of repairs and the Landlord had not objectively justified selecting a more expensive contractor he could only recover the lower quote.

Case Study Five:

When an extension to the tenancy was agreed the increase in rent was made subject to the Landlord carrying out some work.

The Adjudicator held that the increase in rent was not due until all the work had been done and part of the rent arrears claim by the Landlord was remitted as a result.

The Adjudicator also found that it was unreasonable for the Landlord to charge for a second arrears letter sent a week after the first when payments were made via bank accounts. More time should have been allowed.

The Adjudicator did not allow the Tenant to set off a charge for his own correspondence with the Landlord over the dispute, as the claim had no basis in law.

Case Study Six:

The Tenant was seeking a refund of £420.00 being retained by the Landlord.

The Adjudicator directed that the £420.00 be returned to the Tenant as the Landlord had not provided any evidence to substantiate his deduction.

Case Study Seven:

The Landlord was seeking to retain £601.64 for a) Outstanding rent £99.73, b) Missing items £66.00, c) Replacement dimmer switch £45.00, d) Broken door knob £51.98, e) Repairs £28.93, f) Labour disposing of rubbish £117.50, g) Garden maintenance £75.00, and i) Carpet stains £117.50.

Apart from the £99.73 which the Adjudicator found was owed, the remainder of the items failed as there was no evidence to substantiate the costs being claimed. As the Tenant had acknowledged he had packed the missing items by accident, the Adjudicator directed that he return them as he had offered.

Case Study Eight:

The Landlord sought to retain various sums for check-out fee; rent; and dilapidations.

The Tenant sought the return of the deposit.

The Landlord's claim failed. The Landlord/Agent had simply failed to provide sufficient evidence to support the claim. The Landlord had failed to produce a check-in report and pay for the same, as he was contractually entitled to do. This affected the Tenant's liability to pay for such a report to be checked at the end of the tenancy.

The absence of the check in report/schedule of condition also undermined the claim for dilapidations, as did the absence of any invoice/receipt for the alleged works.

The claim for rent failed due to a disagreement over the relevant dates and the fact that the Agents submission clearly referred to dates that could not have been relevant in all of the circumstances.

Case Study Nine:

The Landlord was retaining the deposit of £975.00 for a) outstanding for two months £1,300.00 and b) £78.00 for an automatic gate fob and getting a key cut.

Directing that the deposit be returned to the Tenant, the Adjudicator found that a Receiver had been appointed by the Mortgage Lender to deal with matters related to the Property. As a result, the Adjudicator found that the Landlord a) was in breach of the order from the Receiver directing him not to contact the Tenant chasing outstanding rent and b) by trying to obtain rent from the Tenant, the Landlord was in breach of a clause in the Tenancy Agreement which directed the Tenant to pay either the Mortgagee or Chargee.

Case Study Ten:

The Landlord sought to retain various sums for dilapidations.

The Tenant sought the return of the deposit.

The Landlord's claim succeeded in relation to all of the dilapidation, apart from two items. This was a matter in which the Landlord has produced good evidence in the form of check-in/out reports/inventories and supporting invoices.

Case Study Eleven:

The Landlord sought to retain various sums for (i) cleaning charges; (ii) damage to a carpet; and (iii) dilapidations.

The Tenant sought the return of the deposit, save that she admitted the damage to carpet.

In relation to (i) cleaning charges, the claim failed. Firstly there was none of the expected documentary evidence confirming the condition of the property at check-in/check-out (see further below). In addition, the Adjudicator found that it was inappropriate to direct that the Tenant should have to pay for such cleaning, notwithstanding that the tenancy agreement stated that she was contractually bound to pay the same at the end of the tenancy, in circumstances in which the Landlord accepted that he had failed to comply with his own contractual obligations to pay for the property to be professionally cleaned prior to the Tenant's occupation.

In respect of (ii) damage to a carpet, the Adjudicator directed that the Landlord was entitled to the amount claimed, in view of the Tenant's concession in respect of this item only.

Item (iii) dilapidations, failed due to the absence of supporting documentary evidence, in particular a check-in and/or check-out inventory/report/schedule of condition.

Case Study Twelve:

The Landlord established that he was entitled to the cost of cleaning and a contribution towards decorating and replacing two mattresses, but his itemised deductions contained many items that duplicated the general claims and others that were for arbitrary amounts that were not allowed by the Adjudicator, who found that there was no evidence to support them.

Case Study Thirteen:

The Adjudicator decided that loose fittings, wear to the stairs, a discoloured shower seal, water damage below the shower door, and chips to the floor edging were all wear and tear matters that did not entitle the Landlord to a payment from the deposit as they all arise during the normal use of a property.

The Landlord did recover payments for gardening, cleaning, and damage identified in the check out report.

Case Study Fourteen:

The Landlord sought to retain sums for (i) rent; (ii) dilapidations.

The Tenant sought the return of the deposit, save that the Landlord was entitled to five, as opposed to six days rent..

The Adjudicator allowed five, as opposed to six days rent, based upon the communications from the Agent. This was because the e-mail communications from the Agent confirmed that five, as opposed to six, days rent would be charged.

The claim for dilapidations succeeded, but not to the extent claimed. The amount allowed was reduced to allow for discrepancies in the items charged for in the (a) information provided to the Tenant; (b) check-out report; and (c) the contractors invoice.

Case Study Fifteen:

The Landlord sought to retain sums for (i) dilapidation (ii) check-out fees.

The Tenant sought the return of the deposit.

The claim for the dilapidations failed. There was no check-out inventory/report/schedule of condition, nor any photographic evidence. Further the Landlord had produced no quotations, invoices, or receipt. Conversely, the Tenant produced photographic evidence taken after the purported rectification by the Landlord, which showed that no such works had taken place.

In relation to the check-out fee, the claim also failed.

The Adjudicator was unable find any contractual term requiring the Tenant to pay the same. In addition, the Landlord had failed to provide any submissions to rebut what the Tenant had asserted on her planned departure.

Case Study Sixteen:

The Landlord sought to retain the deposit to contribute towards outstanding rent.

The Tenant sought the return of the deposit.

The claim for the outstanding rent succeeded, but not to the extent claimed.

The Tenant's argument that she had agreed to a later departure date in error (and so consequently should not be liable for the rent), was not sustainable. The documents clearly indicated the contrary.

In relation to the amount of rent, the Adjudicator found that the amount allowed should be limited to one month only. This was because the Tenant had asserted that she had paid the rent until the end of August 2008 and Landlord did not rebut this submission, in the absence of a rent schedule and/or other details from the Landlord/Agent, the Tenants liability could only be calculated to the end of September 2008.

Case Study Seventeen:

The Adjudicator allowed the Landlord's claim for the cost of repairing and replacing items damaged by the Tenants as it was supported by an inventory, photographs and estimates for the cost of the repairs and replacement items.

The claim for a new door on an outbuilding was reduced because the Adjudicator felt that a recycled door was sufficient, and the cost of a new surround system was not allowed when only two speakers were missing.

Case Study Eighteen:

The Landlord was retaining the deposit of £125.00 out of a deposit of £850 for a) fitting a light switch £20.00, b) £25.00 for a replacement bin, and c) £80.00 for a new lawn mower.

Directing that £130.00 of the balance of the deposit be returned to the Tenant, the Adjudicator found that the Landlord had not provided any evidence to support the costs being claimed, apart from a quote for £20.00 to fit the light switch which he found to be reasonable. Furthermore, the Landlord had not provided a Check-out Inventory against which to make a comparison for the other two items.

Case Study Nineteen:

The Landlord sought to retain the deposit to contribute towards damage to a lift.

The Tenant sought the return of the deposit.

The Landlord's claim succeeded.

The Adjudicator found that the lift expressly fell within the common parts. Further, the supporting evidence, including a report from a lift engineer, supported the Landlord's contention that the lift was damaged due to excessive force being used by the Tenant(s).

Case Study Twenty:

The Landlords were retaining the £344.45 for a) Professional cleaning £75.00, b) Replacement light bulbs £17.98, c) Replacement laminate floor £47.48, d) Dulux paint £9.99, e) Labour costs for Property repair £120.00, f) Replacement blind £49.00, and g) Plants £25.00.

The Adjudicator directed that the £319.48 be returned to the Tenant and £25.00 to the Landlords.

The Landlords had not provided any evidence of costs but he allowed contributions for new light bulbs and outside plants which had been acknowledged by the Tenant.

Case Study Twenty-one:

The Landlord sought to deduct a sum from the deposit, in order to contribute towards various dilapidations.

The Tenant sought the return of the deposit.

Subject to some minor discounting to allow for wear and tear, the Landlord's claim succeeded in relation to all, save for one, item. In particular the availability of a signed 'check-in' and 'check-out' inventory, together with photographic evidence and invoices/receipts, were found to be compelling evidence by the Adjudicator.

The sole item which the Landlord did not succeed in recovering, was an item not referred to on the 'check-out' inventory and in respect of which no quotation and/or invoice and/or receipt was produced.

Case Study Twenty-two:

The Landlords were retaining £1,200.00 as a contribution to two months outstanding rent.

Due to the nature of the dispute which involved the police and allegations of fraud, the Adjudicator declined to make a decision in accordance with clauses E2.11.3 (allegations of fraud) and E.7.3.5 (dispute cannot be settled) of the TDSL Rules.

Case Study Twenty-three:

The Landlord established an entitlement to the cost of cleaning and additional rent, but without an inventory could not prove the condition of the property at the start of the tenancy and therefore failed to establish his claim for the cost of repairs.

The managing agents arrears charges were excessive and therefore the term of the tenancy agreement which required them to be paid was void under the Unfair Terms in Consumer Contracts Regulations 1999.

Case Study Twenty-four:

The Landlords were retaining £500.00 for unpaid rent, a late payment fee, cleaning and replacing locks.

Dismissing the claim and returning the £500.00 to the Tenant, the Adjudicator commented that there were no payment records, no breakdown as to how the late rent and late payment fee had been calculated. There were also no Inventories, which is why the cleaning and lock claims failed.

Case Study Twenty-five:

The Landlord was retaining the £292.00 for a) unblocking drain £50.00, b) cleaning carpets and sofa £88.00, c) changing front door lock £89.00, and d) phone £50.00.

Directing that the £292.00 be returned to the Tenant, the Adjudicator found that the Landlord had done little to prove his case apart from providing a few receipts that did not come to the sum being retained.

The Landlord did not address any of the issue put forward by the Tenant who had provided the majority of the evidence in the case.

Case Study Twenty-six:

The Landlords were retaining the whole deposit of £575.00 for a) Replacement of missing items, b) cleaning, c) problems in the Kitchen, Lounge, Bathroom, Bedroom and Hallway, and d) carpet. The total cost for the items the Landlords had to replace, repair, redecorate etc came to £740.46.

The Tenant acknowledged many of the items and put a value on them of £290.50. She was seeking a refund of the balance of £284.50.

Directing that the £285.40 should be returned to the Landlord, the Adjudicator found that the Landlords had been very reasonable in their pricing, even to the extent of replacing the carpet with a cheaper laminate flooring.

Their claim was fully backed up with receipts, photos and Inventories.

Case Study Twenty-seven:

The Landlord sought to retain part of the deposit to contribute towards various losses.

The Tenant sought the return of the deposit.

The Landlord's claim relating to costs and cleaning succeeded. The claim relating to future losses as a result of the Tenant's failure to allow access to the property failed.

Case Study Twenty-eight:

The Landlord sought to retain the deposit to contribute towards various losses, including rent, various dilapidations, charges and interest.

The Tenant sought the return of the deposit.

The Landlord's claim for rent arrears succeeded, as the Tenant agreed that she had failed to pay the last months rent. The dilapidations claim failed. There was no check-out inventory (notwithstanding the Landlord had covenanted to pay for the same). Further, there was no other evidence in form of invoices/quotation and/or receipts for the items claimed by the Landlord. The Tenant produced documentation, including photographic evidence, which supported her submissions.

Case Study Twenty-nine:

The Landlords' agents had written to the Tenant shortly after the end of the tenancy offering to agree the deductions from the deposit for cleaning and replacing a carpet and kitchen worktop. The Tenant did not agree the deductions proposed and the matter was referred to adjudication. The Landlords then discovered a cockroach infestation.

The Adjudicator reduced some of the deductions the Landlords had originally proposed to allow for betterment, but directed that the whole of the sum protected should be paid to them as the tenancy agreement required the Tenant to pay for the eradication of the infestation.

Case Study Thirty

The Tenants admitted the Landlord's claim for redecorating, but disputed the other items claimed for. The check out report supported the Tenants' view that they had left the property as clean as they found it, and the Landlord's claim for gardening and window cleaning lacked corroboration, with the result that the Adjudicator allowed only the redecorating costs.

Case Study Thirty-one:

The Landlord was retaining £740.00 for a) replacement of damaged cutlery set £400.00, b) replacement of various items £290.00, and c) oven cleaning £50.00.

Directing that the £740.00 be returned to the Tenant, the Adjudicator found that the Check-out inventory made no mention of the first two items and this was confirmed by an email to the Tenant from the Landlord's Agent who advised that the only issue was the oven cleaning. Furthermore, no evidence to substantiate the costs had been provided.

The Tenant had the Property cleaned before departure, which he had evidenced with a receipt. There was no evidence of cost for the oven clean from the Landlord. Furthermore, the Adjudicator found that the Agent's email suggested it was the Landlord who noticed that the oven required cleaning, which is why it was subsequently included on an unsigned, typed Check-out report produced after Check-out.

Case Study Thirty-two:

The Landlord sought to retain the deposit of £1250.00, to contribute towards losses relating to (i) arrears of rent; (ii) late payment charges; (iii) dilapidations; (iv) additional losses relating to the Tenant's late departure.

The Tenant sought the return of the deposit.

The Adjudicator directed that the deposit be apportioned £962.50 to the Tenant and £287.50 to the Landlord. In particular, the Landlord's claim for rent succeeded, as there was no evidence to suggest that the Landlord agreed to the Tenant being released from the tenancy early and without penalty, and the Tenant failed to provide adequate notice.

The dilapidations claim failed, in view of the absence of a 'check-in' and/or 'check-out' inventory/schedule of condition/report. Further, it appeared that some of the dilapidations fell under the Landlord's express and/or implied covenant to repair.

The late payment charges failed, taking into account OFT Guidance, and on the basis that they appeared to be a 'potentially excessive penalty'.

The balance of the Landlord's claim failed for want of evidence.

Case Study Thirty-three:

Landlord sought to retain £1600 for general redecorating to "scuff marks", a damaged floor, a mouldy washing machine interior and a broken bed. Landlord submitted Check in & check out Inventories-but not signed by Tenant plus photographs & evidence there had been a dog at the Property.

Tenant complained that he had not understood the Check In inventory, and so had not studied it and it was not accurate. Further during the Lease Landlord had removed furniture and damaged the hardwood floor in so doing.

A found Check In & Check out inventories did not match.

The Check Out inventory was significantly more detailed. Thus they were difficult to compare and were not agreed by Tenant. The Lease permitted a dog at the Property explicitly.

Landlord was wrongly seeking to recover for some wear and tear. Landlord had not proved the hardwood floor had been damaged by Tenant. £1000 repaid to Tenant.

Case Study Thirty-four:

The Landlord claimed to be entitled to retain the whole of the deposit of £950 for the following reasons:

The Tenant twice damaged the property and adjacent property by allowing a bath to overflow; As a result, the Landlord incurred loss by having to take up vinyl flooring in the property, and suffered a loss of rent from a Tenant of adjacent property.

The Tenant asserted:

The Landlord had insurance against the damage and expense incurred; The Tenant was not liable for risks against which the Landlord was insured.

The Adjudicator found, on considering the terms of the tenancy agreement, that it included the following: "... The Tenant must replace or make good, or at the option of the Landlord pay full and property [sic] compensation for all breakages damages and deficiencies occurring to the Contents during the Term ... except those occurring through reasonable use or any risk against which the Contents are insured by the Landlord ...". There was also a clause requiring the Landlord to insure against risks, including flooding and overflowing. The Tenant was therefore not liable for the damage in respect of which the Landlord claimed.

After giving the parties an opportunity to file further evidence, the Adjudicator rejected the Landlord's claim and directed the return of the whole deposit to the Tenant.

Case Study Thirty-five:

The Landlord claimed to be entitled to retain the whole of the deposit of £750 for the following reasons:

The Tenant failed to pay £450 of rent for the month of August 2008 and further rent up to the date when the Landlord re-let the property;

The Tenant left the property in an unclean condition and the Landlord claimed the cost of cleaning.

The Tenant asserted that no reason whatsoever was given to her by the Landlord for retention on her deposit, and that she was entitled to the return of the whole of the deposit.

The Adjudicator found, on the balance of probabilities, that there were arrears of rent of £450 for the month of August 2008, and a further £450 was due for the subsequent period, and that the Tenant was liable for the cost of cleaning in the amount of £75. The total was £975, which exceeded the amount of the deposit.

The Adjudicator directed the return of the whole deposit to the Landlord.

Case Study Thirty-six:

The Landlord claimed to be entitled to retain £223.12 out of the deposit of £450 on the ground that the Tenant caused damage to a ceramic hob during the tenancy and left it in an unrepaired condition at the end of the tenancy, and the Landlord incurred replacement and repair costs of £323.12.

The Tenant admitted liability for the cost of repair or replacement of the ceramic hob, but complained that the Landlord had failed to enter into any discussion about the cost of repair or replacement, and the Tenant asked that the whole of his deposit should be repaid to him.

The Adjudicator found, on the balance of probabilities, that the Landlord did in fact incur a cost of replacement or repair in the amount of £323.12 and that the benefit to the Landlord was adequately compensated by a contribution of £100.

Case Study Thirty-seven:

The Landlord claimed to be entitled to retain £341.44 out of the deposit of £550 on the ground that the Tenant caused damage to the property during the tenancy and left it in an unrepaired condition at the end of the tenancy, and the Landlord incurred replacement and repair costs of £341.44.

The Tenant admitted liability for 3 out of 6 items in respect of which the Landlord claimed, but denied liability for the others, and asserted that the Landlord was not entitled to deduct from the deposit more than £107.74.

The Adjudicator found, on the balance of probabilities, that the Landlord was entitled to recover the costs claimed from the deposit, with the exception of an item of £25 for repair of damage to a refrigerator, which was held to be fair wear and tear. The total due to the Landlord, after minor adjustments, was £314.75.

The Adjudicator directed that £314.75 out of the deposit be paid to the Landlord, and the balance to the Tenant.

Case Study Thirty-eight:

The Landlord claimed to be entitled to retain the whole of the deposit of £995 for the following reasons:

The Tenants failed to pay rent of £895 for the period 21st November to 21st December 2008

The Tenants left the carpets in the property in an unclean condition and the Landlord incurred a cost of £284.05 for professional cleaning.

The Tenants asserted: a) That the tenancy came to an end by agreement on 21st November 2008 and no rent was due thereafter, b) The Tenants had only agreed to pay for professional carpet cleaning as part of their agreement with the Landlord that the tenancy should terminate on 21st November 2008.

The Adjudicator found, on the balance of probabilities that the Landlord had not accepted surrender of the tenancy on 21st November 2008, but had merely agreed to endeavour to re-let, and the Tenants were therefore liable for rent of £895.

The Adjudicator rejected the claim for the full cost of professional carpet cleaning because there was insufficient evidence to prove it, but held that the Landlord was entitled to claim the sum of £50 for cleaning costs.

The Adjudicator directed the return of the sum of £945 to the Landlord and the balance of the deposit, namely £50, to the Tenants.

Case Study Thirty-nine:

The Landlord claimed to be entitled to retain the sum of £1,288.04 out of the deposit of £2,400 for the following reasons:

The Tenant owes rent and interest and water charges to the Landlord

The Tenant left the property in an unclean condition and the Landlord incurred costs of cleaning and repair work, and replacement of carpets.

The Tenant asserted: a) That the premises were not properly cleaned at the commencement of the tenancy, b) That the carpets were already marked at the commencement of the tenancy, c) That the problem of mould growth was not caused by the Tenant.

The Adjudicator found, on the balance of probabilities that the Landlord was entitled to some arrears of rent, but not the interest claimed on arrears because the claim was not made in accordance with the terms of the tenancy agreement.

The Landlord had proved that cleaning costs were incurred, but not that carpet was replaced, since no invoice was produced. The Landlord had not proved that mould growth was the Tenant's fault, as opposed to being a structural problem.

The Adjudicator directed that, out of the sum of £1,288.04 held, Tenancy Deposit Solutions Limited return the sum of £515.94 to the Landlord and the balance, namely £772.10, to the Tenant.

Case Study Forty:

The Landlord claimed to be entitled to retain the sum of £969.84 out of the deposit of £1,384.62 on the grounds that the Tenant, in breach of covenant, left the property in an unclean and damaged condition, and the Landlord therefore incurred expense and diminution in value of the property.

The Tenant asserted that the property was returned to the Landlord in as clean condition as it was at the beginning of the tenancy, and that any damage was the consequence of no more than fair wear and tear.

The Adjudicator found, on the balance of probabilities, that the property was not modern and was not in perfectly clean condition at the commencement of the tenancy, and the full amount of the Landlord's claims was not justified.

The evidence was insufficient to establish that certain items of damage had been caused by the Tenant. Having regard to the photographs, and evidence of local prices, the Adjudicator held that the Landlord was entitled to a total of £159.09.

The Adjudicator directed the return of the sum of £159.09 to the Landlord and the balance of the amount in dispute, namely £810.75, to the Tenant.

Case Study Forty-one:

The Landlord claimed to be entitled to retain the sum of £900 out of the deposit of £1,100 for the following reasons:

The Tenant left the property in an unclean condition, causing the Landlord to incur the cost of cleaning in the amount of £150 and rubbish removal in the amount of £60; The Tenant left fittings and furnishings in the property in a damaged condition, causing the Landlord to incur the cost of £690 in respect of replacement and repairs.

The Tenant asserted: That the Tenant removed all rubbish on the termination of the tenancy, that the items alleged to have been damaged by the Tenant were already damaged before the tenancy commenced, the damaged items were not in fact replaced at the end of the tenancy and that the costs of replacement or repair were overestimated.

The Adjudicator found, on the balance of probabilities, that the majority of the Landlord's claims were over-estimates, or not supported by sufficient evidence, and that the Landlord had not in fact incurred some of the costs of replacement and repair that he claimed.

The Landlord was entitled to the sum of £100 for the cost of shampooing carpets, £10 for the cost of removing rubbish, and £80 for mattress replacement, but the other claims were rejected.

The Adjudicator directed the return of the amount of £190 to the Landlord, and the balance of £710 to the Tenant.

Case Study Forty -two:

The Landlord claimed to be entitled to retain the sum of £775 out of the deposit of £1,646.66 because under the relevant tenancy, and previous similar tenancies of the same property, the Tenant accrued rent arrears of £775 when Westminster City Council, which was paying the Tenant's rent directly to the Landlord, did not pay at the full rate.

The Tenant asserted that the rent arrears accrued because the Landlord failed to notify Westminster City Council promptly of a rent increase, and that therefore the Landlord was not entitled to make any deduction from the deposit.

The Adjudicator considered the precise terms of the tenancy agreement, and held that the Landlord was entitled to retain out of the deposit any arrears of rent accruing during the period of the agreement, even if he had failed to notify the local authority of the rent increases. However, the terms of the tenancy agreement did not permit the Landlord to make any deduction from the deposit in respect of arrears accrued under previous tenancy agreements in respect of the same property for previous periods.

The Adjudicator directed the return of the whole disputed sum of £775 to the Tenant.

Case Study Forty -three:

The Landlord claimed to be entitled to retain the whole of the deposit of £1,211.54 for the following reasons:

The Tenant should pay a fee of £99 for a check out report, The Tenant broke a glass oven door and the Landlord incurred a repair cost of £282; The Tenant broke a microwave oven and the Landlord incurred a replacement cost of £30; The Tenant failed to report damage by damp during the tenancy and should therefore pay the cost of cleaning and repair in the amount of £269.

The Tenant asserted:

That the property and contents were left undamaged apart from the glass oven door

The Tenant left in the property a large coffee table by way of recompense for the damage to the glass oven door, and ought not to suffer any deduction from her deposit.

Case Study Forty -four:

The Landlord claimed to be entitled to retain the whole of the deposit of £600 on the grounds that the Tenant left the property in an unclean condition and caused damage to the property and fittings, and the Landlord incurred cleaning, replacement and repair costs exceeding the amount of the deposit.

The Tenant made no admission, and averred that the Landlord permitted him to remain in occupation, and renewed his tenancy without complaint for several years, and there were no arrears of rent.

The Adjudicator found, on the balance of probabilities, that the Landlord did in fact incur some costs for cleaning of carpets and kitchen appliances, and removal of the Tenant's belongings left behind in the property. The property was part of an old house in poor condition, and the Landlord had had rewiring and redecorating work carried out after the tenancy.

This work was not the result of any breach of covenant by the Tenant, and was not recoverable by the Landlord from the deposit.

The Adjudicator directed the return of the sum of £211 to the Landlord, and the sum of £389 to the Tenant.

Case Study Forty -five:

The Landlord sought to retain the sum of £456.00 from the deposit to contribute towards various dilapidations at the end of the tenancy.

The Tenant sought the return of the deposit.

The Adjudicator found that the Landlord was entitled to the entire amount in dispute. The Tenant had provided scant submissions, simply maintaining that the property was left in as good a condition as when he, and the other co-Tenants, entered into possession.

On the other hand, the Landlord had produced voluminous documentation including (i) tenancy agreement; (ii) Inspection report 22 November 2007; (iii) Invoice from Twyn Construction; (iv) Inventory replacement costs; (v) Moving sign off document (vi) Published agreed inventory; (vii)

Job photo catalogue; (viii) Contractor sign off check list; (ix) E Tilley - Tenant's statement; (x) Mid term inspection report 6 March 2008; (xi) Move out inspection relating to bedroom 7 and communal areas; and (xii) Various job sheets, in support of the various deductions.

Taking into account all of the above factors, and the considerable supporting evidence produced by the Landlord, the Adjudicator found that the Landlord was entitled to the entire amount in dispute, in order to contribute towards the total losses arising in relation to this matter.

Case Study Forty –six

The Landlord was retaining the £770.25 for a) professional cleaning £270.25, b) carpet replacement £300.00, c) scratches on walls £40.00, d) Contractor fee £40.00, e) cupboard repair fee £20.00, and f) replace bed £100.00.

Directing that the £770.25 be returned to the Tenant, the Adjudicator found that the Landlord had not provided any evidence to substantiate the sums being withheld apart from a deposit statement, which was insufficient.

Case Study Forty -seven:

The Landlord claimed to be entitled to retain the whole of the deposit of £2,550 for the following reasons:

The Tenant failed to pay a check out fee of £99 plus VAT;

The Tenant agreed to the deduction of a professional cleaning fee, and the Landlord incurred a cost of £269.99 including VAT;

The Landlord claimed the balance of £2,163.68 for dilapidations.

The Tenant conceded that a reasonable cleaning fee should be deducted, but asserted that the remainder of the claim was exaggerated.

The Adjudicator found that the Landlord was contractually entitled to the fee of £99 plus VAT for the check out survey, and £269.99 for the cost of cleaning.

He rejected the bulk of the claim for a 70% contribution to the cost of replacing carpets, on the grounds that the premises had been re-let without replacing the carpets, and the wear on the carpets was no more than fair wear and tear. A claim for missing kitchen utensils was allowed, but not a claim for the estimated cost of partial redecoration.

The Adjudicator directed the return of the return of £611.32 to the Landlord and £1,938.68 to the Tenant.

Case Study Forty -eight:

The Tenant sought the return of his £697.50 deposit. The Landlords did not provide a defence, did not explain why they were withholding the deposit and did not comply Rule D2.1; they did not lodge the disputed £697.50 with Tenancy Deposit Solutions Ltd. The dispute was rejected under Rule E2.8 because the Landlords have failed to comply with the step detailed in Rule D2.1.

Case Study Forty -nine:

The Landlord claimed the sum of £977.83 from the total deposit of £1,629.

This was to cover the costs connected to the alarm systems, the cleaning of the kitchen, lounge, staircase and one bedroom, replacing panels in floors, unblocking the drainage system and replacement of certain small items.

The Tenant challenged the Landlord's assertions in some detail saying that many of the items were caused by fair wear and tear.

The Adjudicator found that the Landlord ought to have provided the Tenant with a key to reset their alarm rather than make a charge for his attendance to reset it.

The Adjudicator accepted that the blockage to the drainage system was caused by the Tenant's use and that she should bear the cost of the plumber.

A sum was awarded to the Landlord for removal of blutac and repainting the door.

The remainder of the items were evaluated as fair wear and tear occasioned in a property let to 6 young people.

The decision was that the Landlord should receive £140.50 and the Tenant £837.33.

Case Study Fifty:

The Landlord claimed the sum of £1,076.33 from the total deposit of £1,560.

This was to cover professional cleaning, the inventory checkout fee, fixing items in the kitchen and bathroom and painting in the living room. The Tenant challenged the Landlord's assertions and said that any damage was due to fair wear and tear.

The Adjudicator determined that the Agents should be reimbursed the sum for the inventory checkout and the professional cleaning as this was provided for in the agreement. There was argument over alleged damage to the kitchen floor. Due to the chain of causation this damage was not sustainable.

The remainder of the items were evaluated as fair wear and tear. The decision was that the Agents should receive £266.33 and the Tenant £810.

Case Study Fifty –one:

The Agents claimed the sum of £345 from the total deposit of £1,560.

This was to cover the costs connected to replacing living room and kitchen blinds, a computer chair and kitchen shelf. The Tenant challenged the Landlord's assertions saying that any damage was due to fair wear and tear.

The Landlord's Agents offered no evidence to substantiate any claim.

The Adjudicator examined the Tenant's evidence and determined that the sum of £345 should be refunded to the Tenant.

Case Study Fifty -two:

The Landlord's Agents claimed the sum of £783 from the total deposit of £1,050. This was to cover the costs of cleaning, replacement of a carpet and iron and building works.

The Tenant challenged the Landlord's assertions and said that they were entitled to the return of the Deposit in the sum of £650 provided the Landlord showed a genuine invoice for the purchase of the replacement carpet.

The Adjudicator awarded the cost of the cleaning and a proportion of the cost of the carpet to the Agents. The decision was that the Agents should receive £271 and the Tenant £779.

Case Study Fifty -three:

The Landlord claimed the sum of £500 which was the total of the deposit.

This was to cover the non-payment of rent, cleaning the property and replacing a bulb, lock and aerial plug. The Tenant challenged the Landlord's assertions.

The Adjudicator awarded the sum of £345 to the Landlord for non-payment of rent.

The decision was that the Landlord should receive £345 and the Tenant £155.

Case Study Fifty -four:

The Landlord was retaining £350.00 for a) carpet cleaning £90.00, and c) replacement carpet £260.00.

The Adjudicator decided that the large stain on the lounge carpet on its own warranted the costs of cleaning. Had the clean been successful, the carpet would not have required replacement. However, the Adjudicator decided that only 35% of the cost of replacement should be charged to the Tenants as the carpet was not new when they moved in as evidence by both the Check-in inventory and photos.

As a result of his findings, the Adjudicator directed that £168.00 be returned to the Landlord and £182 to the Tenants.

Case Study Fifty -three:

The Landlord claimed to be entitled to retain £631.92 out of the deposit of £1,800 for the following reasons:

The Tenant failed to have the flat professionally cleaned at the end of the tenancy, as the tenancy agreement required, and the Landlord incurred expenditure of £229.12, The Tenant failed to replace various light bulbs, fuses etc. and the Landlord incurred expenditure of £24.06

The Tenant failed to replace a kicking strip to the washing machine, and the Landlord incurred a replacement cost of £11.24, The Tenant damaged the locks of the two doors, and the Landlord claimed the estimated cost of a handyman for half a day to repair them and to replace the various missing items: £150 plus VAT, a total of £172.50, The Tenant broke the glass oven door, and the Landlord incurred a replacement cost of £195.

The Tenant said: That he did have the flat professionally cleaned at the end of the tenancy, that all the other claims were in respect of matters of fair wear and tear for which he was not liable.

Case Study Fifty -four:

The Landlord (who provided an extremely detailed and thorough submission) was retaining £864.49 for a) Check in/out fee plus cleaning fee as per Agreement £333.25, and b) Dilapidations £531.24.

The Adjudicator decided that the fees of £333.25 as set out in the Agreement were refundable, especially as the Tenants had made no comment.

The DVD assisted the Adjudicator to decide that the Property had been returned in remarkably good condition. He felt that the use of standard rates to assess the costs was questionable as there was no evidence to show that any work was actually done.

The Adjudicator assessed the proportion due to the Landlord for dilapidations at £100.00.

The Adjudicator directed that the balance of £431.24 was to be refunded to the Tenants.

Case Study Fifty -five:

The Landlord claimed to be entitled to retain £300 out of the deposit of £450 (the Tenant's half share) because the Tenant remained in occupation after the tenancy expired on 15th November 2008, and was therefore liable to pay rent for the following month from 16th November to 15th December 2008 in the amount of £300.

The Tenant asserted that she moved out of the property at the end of the tenancy, and was not liable for any rent in respect of the period after 16th November 2008. She also made a number of allegations against the Landlord, which she said she was bringing small claims proceedings.

The Adjudicator found as fact that the Tenant had remained in occupation after the expiry date of the tenancy, and became a periodic Tenant. She was therefore liable for the next month's rent. The Adjudicator declined to make any findings in respect of the Tenant's allegations against the Landlord which were the subject of other proceedings.

The Adjudicator directed that the Deposit Protection Service return the sum of £300 to the Landlord.

Case Study Fifty -six:

The Landlord had repaid £383.34 to the Tenant, and claims to be entitled to retain the balance of £996.66 out of the deposit of £1,380 for the following reasons:

The Tenant paid no rent for the period after 28th November 2008, and vacated on 6th January 2009, complaining that the Landlord failed to deal with necessary work to rectify a problem of damp in the flat.

The earliest date on which the Tenant could have terminated the tenancy in accordance with the tenancy agreement was 28th February 2009, and the Tenant was therefore obliged to pay rent up to that date.

However, the Landlord acknowledged that there was a damp problem, which was not dealt with as quickly as efficiently as it should have been, and therefore waived the rent after 28th December 2008, which was equivalent to compensation of £1,650 i.e. the rent from 28th December 2008 to 28th February 2009.

The Landlord was therefore entitled to recover rent of £996.66 from the Tenant in respect of the period from 29th November to 28th December 2008.

The Tenant asserted that the damp problem was so serious that she was entitled to terminate the tenancy early, and that the Landlord accepted the early termination, and that she was entitled to sufficient compensation for the damp problem to extinguish any arrears of rent.

The Adjudicator considered a building surveyor's report, extensive email correspondence, and an inventory clerk's report and photographs. He found as fact that there was a serious condition of dampness in the flat throughout the tenancy, and that the Landlord ought to have known about it and could reasonably have rectified it before the tenancy began. Alternatively, the Tenant was induced to enter into the tenancy agreement by the misrepresentation of the Landlord's agent that the flat did not suffer from damp.

The Adjudicator found that the tenancy came to an end on 6th January 2009 by reason of an agreed surrender, and that the arrears of rent were approximately £1,286. The Tenant was entitled to a set-off in respect of damages of £1,650, and therefore the Landlord's claims was extinguished.

The Adjudicator directed that the Deposit Protection Service return the sum of £996.66 to the Landlord.

Case Study Fifty -seven:

The Adjudicator found that the entire amount of the deposit, save for the sum of £30.00, should be returned to the Tenant. This was a case in which the Landlord, by his own admission, had failed to prepare a check-in and check-out inventory/schedule of condition. That was a factor that pointed very heavily in favour of the deposit being returned to the Tenant, not least because the dilapidations were strenuously contested.

The Adjudicator found that the undated photographic evidence produced by the Landlord was of limited assistance, namely because (i) the photographs were undated and (ii) the absence of the schedule of condition/inventory seriously undermined the Landlord's claim.

The Adjudicator was prepared to award the sum of £30.00 to the Landlord, based upon a concession by the Tenant referred to in the correspondence, which had not been withdrawn.

Case Study Fifty -eight:

The Landlord sought to retain the sum of £675.00 from the deposit to contribute towards losses arising in respect of outstanding rent, the Tenant having vacated one month before the expiry of the fixed term of the tenancy.

The Tenant sought the return of the deposit.

The Adjudicator found that the Landlord was entitled to the entire amount in dispute. None of the documents produced supported the Tenant's submission that the Landlord had agreed to release her from the tenancy agreement before the expiry of the fixed term and/or waive the last month's rent. Indeed, there is inconsistent information contained in the Tenant's submissions regarding the notice provided.

The Adjudicator favoured the Landlord's evidence, taking into account the relevant documents. The Tenant's submission that the Landlord had mitigated her loss by bringing in a new Tenant before the expiry of the fixed term, and thereby seeking to charge rent from two different persons for the same period, was not supported by the documents, not least because the Landlord produced (i) a copy letter from the incoming Tenant and (ii) a copy of the incoming Tenant's tenancy agreement, showing that the same commenced after the expiry of the fixed term.

Case Study Fifty -nine:

The Landlords were seeking to retain the £370.00 for a) Garden £120.00, b) Landing curtain rail £40.00, c) Carpet cleaning £70.00, d) Carbon Monoxide detector battery £10.00, e) Lock plate to bedroom 3 door £10.00, f) Clearing rubbish £20.00, and g) Carpet replacement contribution £100.00.

The Adjudicator awarded £10.00 to the Landlords for the detector battery to which the Tenants had agreed. The balance was returned to the Tenants.

This case turned on a second Agreement that had been entered into in June 2008, when one of two Tenants moved out and a new one moved in. The original Agreement had an inventory attached. However, when the first Tenant moved out, no Check-out or new Check-in inspection was carried out. Furthermore, the Landlord failed to carry out a final joint Check-out inspection preferring to do it by himself with an agent. The Tenants disputed the items being claimed for.

Furthermore, the sums being claimed were estimates with no proof provided that any of the work had been carried out let alone paid for.

Case Study Sixty

The Landlord sought to retain the entire deposit in the sum of £450.00, apparently to contribute towards the damage caused to her carpet.

The Tenant sought the return of the deposit. The Tenant asserted that the property was also in a considerable state of disrepair at the commencement of the tenancy, which the Landlord took steps to put some, but not all, of the matters complained of back in order.

The Adjudicator found that the Tenant was entitled to the entire amount in dispute.

The Landlord had failed to produce any documentation in support of the claim. In particular, there was no “check-in” and/or “check-out” inventory/report/schedule of condition, nor was there any photographic evidence to support the amount deducted. The Landlord has failed to produce any quotations, invoices, or receipts evidencing the cost of the amount claimed, or any other information/documentation describing or justifying the amount to be deducted. Indeed, the brief documentation that the Landlord did produce evidencing his own breach of covenant at the commencement of the tenancy, and that it had taken some steps to remedy some of the problems at the property, but not all.

Case Study Sixty -one:

The parties had agreed an inventory at the start of the tenancy and there was an independent check out report. This enabled the Adjudicator to allow those parts of the Landlord’s claim that were supported by the report. Where the Landlord made claims that were not supported by the check out report, for instance cleaning, they were not allowed. The Tenants’ claim that the Landlord should compensate them for failing to replace an old and inefficient central heating boiler was not allowed.

Case Study Sixty -two:

The Adjudicator found that the Tenant was entitled to the entire amount in dispute.

The Landlord had failed to produce any evidence in support of his claim. In particular there was no “check-in” and/or “check-out” reports/invoice/schedule of condition. There was no photographic evidence in support.

The Landlord had also produced no estimates, invoices, quotations for the alleged damage. The amounts claimed for the bills were not supported by any documentary evidence. No schedule of rent arrears, or explanation as to how the rent arrears accrued were produced.

In light of the above, the Adjudicator had no hesitation in finding that the entire amount of the deposit should be returned to the Tenant.

Case Study Sixty -three:

The Landlord claimed to be entitled to retain the whole of the deposit of £675 for the following reasons:

The Tenant failed to give full contractual notice to terminate the tenancy and therefore owed one month's rent of £575 to the Landlord;

The Tenant left the property in an unclean and damaged condition, and the Landlord incurred a cost of £115 for cleaning, and £550 for replacing damaged items and necessary repairs and redecorations.

The Tenant asserted:

That the requirement of the tenancy agreement to give two months' notice was an unfair contract term and therefore unenforceable;

That the alleged lack of cleanliness and damage was denied.

The Adjudicator found, on the balance of probabilities, that the Landlord had accepted a surrender of the tenancy on 31st October 2008, and was not therefore entitled to the rent claimed of £575. However, the Tenant was in breach of the cleaning and repairing covenants, and must pay the Landlord the whole amount of £665 claimed by the Landlord.

The Adjudicator directed the return of the sum of £665 to the Landlord, and the balance of the deposit, namely £10, to the Tenant.

Case Study Sixty -four:

The Landlord was retaining the £707.06 for a) Bathroom floor £125.56, b) Cleaning £40.00, c) Carpet cleaning £115.00, d) Decoration £346.50, and e) Wall damage £80.00.

The Tenants had taken up residence in July 2005. There was no Check-out report and the Landlord had not made any fair wear and tear allowances in his claims for a) the period of time before the Tenants moved in and b) the time the Tenants were in occupation.

The Adjudicator directed that the costs for items b) and e) (£120.00) be refunded to the Landlord. The cost for carpet cleaning was refunded to the Tenants who had demonstrated they had cleaned the carpets in accordance with the Tenancy Agreement. The costs for Items a) and d)

were also refunded to the Tenant due to adjustments for fair wear and tear and the lack of the Check-out report.

Case Study Sixty -five:

The Landlord claimed the sum of £1,625 from the total deposit of £1,770. This was to cover the costs of replacing a mirror, tie-back and key and a professional clean, unblocking a sink, repairing a ceiling rose and redecorating the property.

The Tenant challenged the Landlord's assertions saying that any damage was due to fair wear and tear. The Adjudicator examined all the evidence and determined that the sum of £1,355 should be refunded to the Tenant.

Case Study Sixty -six:

The Landlord claimed the sum of £280 from the total deposit of £2,500. This was to cover the costs of de-infestation of the carpets and replacing a padlock and window-bolts.

The Tenant challenged the Landlord's assertions saying that some of the items were not on the inventory.

The Adjudicator examined all the evidence and determined that the sum of £100 should be refunded to the Tenant.

Case Study Sixty -seven:

The Tenants were seeking a refund of the outstanding deposit of £480.00 being retained by the Landlord out of a total deposit of £600.00, which he was retaining for unpaid rent. .

The Tenants moved into a new Property and there were problems with the electrics and damp. The Landlord & agent were informed many times. During the process the Tenants lost a flat screen LCD TV (valued £999, a mattress (valued £480), and shoes and clothes (estimate value of £1500).

The Adjudicator held that the Landlord had failed in his repairing obligations under Section 11 of the Landlord and Tenant Act 1985.

There was also evidence to suggest that an agreement had been made to reimburse the Tenants for the losses.

The Adjudicator directed that the £480.00 be returned to the Tenants.

Case Study Sixty -eight:

The Landlord claimed to be entitled to retain the whole of the deposit of £775, and the Tenant had agreed to retention of £316.54 in respect of unpaid rent. The Landlord claimed to be entitled to retain the further sum of £458.46 out of the deposit on the grounds that the Tenant failed to keep the property clean and left it in an unclean condition, and items of furniture were missing or damaged.

The Tenant asserted that she vacated so quickly, in order to allow new Tenants to move in, that there was no time to clean the carpets, that the items alleged to be missing were not in fact missing, and the alleged damage was denied.

The Adjudicator approved the deduction of £316.54 which had been conceded, and found, on the balance of probabilities, that the Landlord was entitled to the reasonable cost of cleaning, and the proper amount was £150. He was not satisfied on the balance of probabilities that the Tenant had caused the alleged damage, and he accepted the Tenant's explanation that items alleged to be missing were not in fact missing.

The Adjudicator directed that £150 out of the amount in dispute deposit be paid to the Landlord, and the balance of £308.46 to the Tenant.

Case Study Sixty -nine:

The Landlord claimed a payment from the deposit for cleaning, a new bed, repairs and gardening. The evidence included an inventory, a check in report and a check out report, which supported the claim for cleaning but not the other items. Only the claim for cleaning was supported by an invoice.

The Adjudicator allowed the claim for cleaning, but not the other claims.

Case Study Seventy:

The Landlord claimed to be entitled to retain the whole of the deposit of £500 on the ground that, although the Tenant was not entitled to terminate the tenancy before 23rd March 2009, the Tenant purported to give one month's notice dated 21st October 2008 to terminate the tenancy, and vacated the property on 7th November 2008, but failed to pay the rent of £500 that fell due on 24th October 2008.

The Tenant asserted:

That she was induced to take the tenancy by a false misrepresentation that the property was free of infestation by mice; and the property was in fact infested with mice, and she was entitled to rescind the tenancy, and is therefore not liable to pay any rent.

The terms of the tenancy agreement did permit the Landlord to deduct arrears of rent from the Tenant's deposit.

The Tenant had not told the Landlord's agent about her fear of mice before she took the tenancy, and the agent had not made any misrepresentation to the Tenant.

The Adjudicator directed that the whole deposit of £500 be paid to the Landlord.

Case Study Seventy- one:

The Landlord claimed to be entitled to retain £400 out of the deposit of £1,665 in respect of expenses incurred to carry out repairs and replacements, and cleaning, in order to put the property into the condition in which it had been at the beginning of the tenancy.

The Tenant asserted:

That the property was not in perfectly clean condition at the commencement of the tenancy, and that it was left in the same condition at the end of the tenancy, that the costs claimed by the Landlord were excessive.

The terms of the tenancy agreement did permit the Landlord to deduct the costs of cleaning and repairs from the Tenant's deposit.

The Tenant's photographs proved that the property had not been in perfectly clean condition at the commencement of the tenancy, and the Landlord was not entitled to recover the whole amount claimed.

The Adjudicator directed that £221.30 be paid to the Landlord, and the balance of £178.70 to the Tenant.

Case Study Seventy- two:

The Landlord sought to retain the sum of £663.24 in respect of various dilapidations including (i) rent demand - £80.00; (ii) gardening - £75.00; (iii) cleaning - £466.74; (iv) decorating - £25.00; and (v) call out charge in relation to washing machine - £16.50.

The Tenant sought the return of the deposit, having previously conceded that the Landlord was entitled to retain a small amount to cover the cost of cutting some additional keys.

The Adjudicator found that the Tenant should have the entire deposit returned to her, save for the cost of the gardening. .

The above conclusion was reached having regard to all of the evidence, but in particular the check-in and check-out inventories produced in this matter, which assisted the Tenant. The claim for the gardening was clearly made out based on the documents, but the other items fail.

It should be noted that this was a matter in which the Landlord had failed to respond to issues referred to by the Tenant, and simply referred to the documents that had been disclosed, namely the inventories. This did not assist in the adjudication process.

Case Study Seventy- three:

The Landlord claimed to be entitled to retain the whole of the deposit of £385 for the following reasons:

The Tenant vacated the premises before the termination of the tenancy, The Landlord incurred costs and expenses in finding a replacement Tenant and changing the locks.

The Tenant asserted: That she was entitled to give notice at the end of the first six months of the tenancy, that the Landlord did not incur any costs or expenses in finding a replacement tenancy

The Tenant had not been entitled to terminate the tenancy, and her abandonment of the property was a repudiatory breach of contract. The Landlord was entitled to damages for breach of contract.

The replacement Tenant had been introduced by a letting agent, and the Landlord was therefore entitled to the letting fee, and the cost of replacing locks. The total exceeded the amount of the deposit.

The Adjudicator directed that the whole deposit be paid to the Landlord.

Case Study Seventy- four:

The Landlord sought to retain the sum of £423.26 from the deposit of £1,275.00, to contribute towards various dilapidations.

The Tenant sought the return of the amount in dispute.

The Adjudicator found that the Landlord's claim succeeded in part, namely in the sum of £110.78.

The Landlord's claim only recovered in respect of half of the amount of the cleaning claimed (which was justified by way of a check-in and check-out inventory) and in respect of some items that had to be replaced at the property (again justified by a check-in and check-out inventory)

Case Study Seventy- five:

The Landlord sought to retain the sum of £681.40 to contribute towards (i) eradication of moths and (ii) part damage to carpets.

The Tenant sought the return of the amount in dispute.

The Adjudicator found that the Tenant was entitled to contribute the sum of £75.00.

The Adjudicator was not prepared to find for the Landlord on the substantive issues, but did find that a prior agreement between the parties that the Tenant would contribute the sum of £75.00 to eradicate the moths was binding, and should properly be deducted from the deposit.

Case Study Seventy- six:

The Landlord was retaining the £389.46 for a) Cleaning £350.00, and b) Missing items £39.46. The Tenant conceded the £39.46 but was contesting the £350.00 for cleaning.

Noting that the Check-in and Check-out inspection had been carried out by an independent inventory specialist, the Adjudicator found that there was more cleaning required than the Tenant had noted.

As a result, the Adjudicator directed that the full deposit be returned to the Landlord who had provided a invoice proving payment.

Case Study Seventy- seven:

The Landlord was retaining the sum of £365.66 for a) rehangng curtains £45.00, b) fitting new WC seat £20.00, c) supplying a new WC seat £26.50, and d) fees for extending the tenancy £274.16.

The Tenant conceded that the WC charge was warranted, but contested the other two.

The Adjudicator found that the Tenant had failed to re-hang the Landlord's curtains and was therefore in breach of her obligations under the Tenancy Agreement.

However, the Adjudicator could find no justification, contractual or otherwise, for the fees (invoiced as a new Tenant introduction fee) being levied by the Landlord.

The Adjudicator therefore directed that £91.50 be refunded to the Landlord and £274.16 to the Tenant.

Case Study Seventy -eight:

The Landlord sought to retain the sum of £280.00 consisting of (i) replacement garden light; (ii) treatment of flea infestation; and (iii) damage to kitchen floor.

The Tenant denied responsibility for any of the items.

The Adjudicator found that the Landlord's claim succeeded in part. The Adjudicator found, on balance, that the cost of the eradication of the fleas should be returned to the Landlord.

This decision was reached taking into account the fact that (a) the Tenant admitted keeping cats at the property, and that they slept on the beds (b) the Tenant did not appear to deny that there

was an infestation at the property, but simply that she was not responsible and (c) the Landlord had produced an invoice confirming payment of the cost of eradication of the fleas.

The rest of the claim failed, due to the absence of a check-in and check-out inventory/schedule of condition/report.

Case Study Seventy- nine:

The Landlord was retaining the sum of £600.00 for the general poor state of the Property when the Tenant departed.

Apart from two items which the Tenant admitted (cleaning and replacing some gas hob knobs - £201.12), the Landlord had only provided a Check-out inventory which a) was not signed by anyone and b) contradicted statements made by the Tenant. As a result, the balance of £398.82 was refunded to the Tenant.

Case Study Eighty:

The Landlord was retaining the sum of £860.00 primarily due to water damage from a shower in the Tenant's room.

The Tenant (one of three named Tenants) had been away for seven weeks and during that time others in the Property had used the shower in her room causing the damage.

Directing that the £860.00 be returned to the Landlord, the Adjudicator pointed out that all three Tenants were liable to adhere to all the clauses of the Agreement. He noted that it was unfortunate that others had used the Tenant's room whilst she was away. However, the Landlord was perfectly entitled to recoup the cost of replacing the floor for which there were Check-in and Check-out reports (with photos) and receipts to prove the cost.

Case Study Eighty- One:

This case arose before the changes to the TDSL rules on 9th April 2009.

The Tenant sought the return of a deposit of £1,176.90. He stated that the property had been re-possessed during the term and that the agent had changed. He had not been able to contact the Landlord in connection with the deposit.

The agent appointed by the original Landlord returned the Dispute Rebuttal Form, stating that the agent was unaware of any reason why the deposit should not be returned to the Tenant.

The agent consented to ADR. Nothing was said on the form about the new Landlord or the new agent save that a document attached to the form showed that the deposit had been forwarded by the original agent to the new agent during the term. It was not clear therefore, whether the new Landlord wished to consent to ADR or whether he thought that there might be a dispute concerning the deposit.

The Adjudicator requested further information. On receipt of further information it became clear that the new agent had returned the deposit to the former agent for the purpose of ADR and did not wish to raise any issues.

The Adjudicator returned the deposit to the Tenant.

Case Study Eighty- two:

The Tenants gave notice to end their tenancy and paid rent to the end of their notice period. The Landlord tried to charge rent for a further month.

The Adjudicator found that the statutory notice period of four weeks applied and disallowed the Landlord's claim.

A charge of £47 for an arrears letter was disallowed as unfair and therefore void under the Unfair Terms in Consumer Contracts Regulations 1999. Where the Tenant had obtained an estimate for the cost of repairs and the Landlord had not objectively justified selecting a more expensive contractor he could only recover the lower quote.

Case Study Eighty-three

When an extension to the tenancy was agreed the increase in rent was made subject to the Landlord carrying out some work.

The Adjudicator held that the increase in rent was not due until all the work had been done and part of the rent arrears claim by the Landlord was remitted as a result.

The Adjudicator also found that it was unreasonable for the Landlord to charge for a second arrears letter sent a week after the first when payments were made via bank accounts. More time

should have been allowed. The Adjudicator did not allow the Tenant to set off a charge for his own correspondence with the Landlord over the dispute, as the claim had no basis in law.

Case Study Eighty-four

The Landlord claimed to be entitled to retain the whole of the deposit of £1,100 on the ground that the Tenant left the flat in an unclean and damaged condition and the Landlord had incurred costs of cleaning, repair and redecoration in the amount of £3,261.58 which exceeded the amount of the Tenant's deposit.

The Tenant claimed that she cleaned the flat thoroughly before vacating it, and that any want of repair or defect of decoration was present before the commencement of the tenancy, or was the result of fair wear and tear for which the Tenant was not liable, or resulted from an accident for which the Tenant was not liable.

The Adjudicator found, on the balance of probabilities, that damage caused by water was the result of the Tenant having left a refrigerator to defrost, and that the Landlord was entitled to costs of cleaning and repair totalling £1,411.77. Since this exceeded the amount of the deposit of £1,100, the Landlord was entitled to retain the whole deposit.

The Adjudicator directed the return of the whole deposit to the Landlord.

Case Study Eighty-five

The Landlord claimed the sum of £3,934.51, the total sum of the deposit being £2,000. This was to cover the cleaning of curtains, replacement of carpets and underlay, repair, make good and redecoration of walls, replacement of wicker chairs and hanging baskets and sundry repair to various items.

The Tenant challenged the Landlord's assertions and said that the property was left in good order and vigorously contested the Landlord's allegations.

The Adjudicator awarded a sum towards the replacement of stained sections of the carpet, a proportion of the remedial work, a proportion for the damaged granite work top and the repair of a panel in the external door.

The decision was that the Landlord should receive £635 and the Tenant £1,125.

Case Study Eighty-six

The Landlord claimed the sum of £800, the total sum of the deposit. This was to cover the replacement of kitchen taps, rectification of all damage and repaint and cleaning of carpets.

The Tenant challenged the Landlord's assertions and said that she was entitled to the return of the whole of the Deposit.

The Adjudicator awarded the cost of the kitchen taps and a proportion of the rectification costs to the Landlord. The decision was that the Landlord should receive £300 and the Tenant £500.

Case Study Eighty-seven

The Landlord was seeking to retain a portion of the deposit totalling £618.98 for a) Bank charges for late rent payments £235.00, b) Damaged and missing items £260.48, and c) Cleaning £123.50.

The Adjudicator directed that £583.98 was to be returned to the Tenant and £35.00 to the Landlord.

Apart from £35.00 bank charges which the Adjudicator found was due to the Landlord in accordance with the agreement, the Adjudicator found that a) the rent had been paid as requested, and b) there was no signed check-in or check-out reports to prove the Landlord's case for the other items. Furthermore, the photos provided were only taken at the end of the tenancy.

Case Study Eighty-eight

The Landlord claimed to be entitled to retain the sum of £2,581.52 out of the deposit of £2,700 for the following reasons: There was unpaid rent of £196.70, The Tenant failed to keep the front and back gardens in order, and the Landlord incurred a cost of £680 for necessary pruning and tidying, The Tenant left the house in a damaged and unclean condition, and the Landlord was obliged to carry out work and incur expense for cleaning, repairs and the disposal of rubbish, in the further amount of £1,704.82

The Tenant said: Any arrears of rent were not the responsibility of the most recent Tenants, who were unable to recover any claim from former Tenants because of the Landlord's delay in claiming the alleged rent due, The amount of £680 claimed for gardening costs, the amount claimed for the Landlord's own time, and the other claims made by the Landlord were excessive or unnecessary.

The Adjudicator found, on the balance of probabilities, that there were arrears of rent, but held that the Landlord was estopped from claiming the arrears, because of delay in claiming payment, in circumstances where the Landlord knew that each Tenant had been making payment of a separate share.

The Adjudicator considered 22 separate items of claim and found some justified, and held the Tenant was liable for the amount of £823.84.

The Adjudicator directed the return of the sum of £823.84 to the Landlord and the balance of the deposit of £1,876.16 to the Tenant.

Case Study Eighty-nine

The Landlord was seeking to retain £780.00 out of a deposit of £1,500.00 for various items including cleaning, damage and removal of rubbish.

The Adjudicator directed that £364.00 be returned to the Landlord and £416.00 to the Tenant.

The Adjudicator found that the Landlord's case succeeded on some items which included cleaning, (which included curtains) as she had a Check-in and Check-out Inventory against which to make comparisons and receipts.

Two major claims failed (broken sash cords and mattresses/covers) because the Adjudicator was not convinced that these could be considered as anything else than fair wear and tear.

Case Study Ninety

The Landlord claimed to be entitled to retain the whole of the deposit of £3,200 for the following reasons:

The Tenant left the property in an unclean condition and the Landlord incurred the cost of professional cleaning, The Tenant left furniture in a damaged condition, and the Landlord incurred the cost of replacement, repair and restoration, The Tenant used, but failed to pay for, some heating oil and the Landlord was obliged to pay for it

The Landlord's total costs incurred were £3,462.35

The Tenant denied liability for the cost of cleaning or heating oil. He admitted liability for some items of damage, but denied that the Landlord's total costs were as much as the amount of the deposit.

The Adjudicator considered each item of claim separately and found, on the balance of probabilities, that the Landlord did in fact incur some costs for cleaning and repair and replacement, but that the total did not exceed the amount of the deposit.

The claim for the cost of heating oil was rejected because of the absence of any written record of measurement of the level of the oil at the beginning and end of the tenancy.

The Adjudicator directed the return of the amount of £2,542.65 to the Landlord and the balance of £657.35 to the Tenant.

Case Study Ninety-one

The Landlord claimed to be entitled to retain £155.69 out of the deposit of £650 for the following reasons:

The Tenant left the flat in an unclean condition and the Landlord incurred the cost of professional cleaning in the amount of £125 plus VAT, The Tenant failed to replace a light bulb in the kitchen of the flat and the Landlord incurred the cost of replacement in the amount of £7.50 plus VAT

The Landlord was therefore entitled to recover the sum of £155.69 from the Tenant's deposit.

The Tenant claimed that: He left the flat as clean as it was at the beginning of the tenancy; The reasonable cost of cleaning would not exceed £50, He left the necessary replacement light bulb in the flat.

The washing-machine which was included in the letting to the Tenant broke down and the Landlord failed to repair or replace it for 5 weeks, with the result that the Tenant suffered the inconvenience of having to take washing to a launderette and incurred expense of £12.50 per week

The Landlord should therefore give credit to the Tenant for an amount of £62.50.

The Adjudicator found, on the balance of probabilities, that the Landlord was entitled to the reasonable cost of cleaning, and the proper amount was £75, having regard to evidence of local prices.

The Tenant was entitled to set-off damages for the loss of use of the washing-machine for 3 weeks at £5 per week, a total of £15. The balance due to the Landlord was £60.

The Adjudicator directed that £60 out of the deposit be paid to the Landlord, and the balance of £590 to the Tenant.

Case Study Ninety-two

The Landlord's claim for cleaning was disputed by the Tenants. They said that the property was not clean when they moved in, and the tenancy agreement required no more than they left it in the same condition.

The Tenants noted the condition of the property on the inventory before signing it, and took photographs.

The Adjudicator found that the Landlord's evidence was insufficient to establish an entitlement to a payment for cleaning.

Case Study Ninety-three

The Landlord sought to retain the following sums from the deposit. Representing damage to (a) the kitchen floor- £295.00; (b) the table top- £172.50; (c) carpet cleaning- £60.00; and (d) garden- £25.00.

The Tenant sought the return of the deposit.

The Adjudicator directed that the Landlord be compensated for the kitchen floor, in the sum of £200.00.

The rest of the claims failed for want of evidence.

Case Study Ninety-four

The Landlords were seeking to retain the total deposit of £950.00. The Landlords provided detail for a) Painting £325.00, b) Carpet cleaning £120.00 and c) Oven clean £50.00, which totalled £495.00.

The Adjudicator directed that £900.00 be returned to the Tenant and £50.00 (for the oven) to the Landlord.

The Adjudicator found that the Check-out report made no mention of carpet cleaning requirements nor the wall marks being the responsibility of the Tenant. Furthermore, the Adjudicator determined that the marks on the walls were where the beds had been.

As a result and bearing in mind the outlines shown on the photos, the marks on the wall were considered to be fair wear and tear.

Case Study Ninety-five

The Landlord asked for the deposit to cover rent arrears.

The Tenant disputed his liability to pay rent and said that the property was not fit for habitation. He also claimed that the Landlord had harassed him.

The Adjudicator accepted the evidence of the inventory, and found that rent was payable.

There was an issue with the wiring, which had been dealt with, but any allowance for this could not reduce the arrears of rent to below the amount of the deposit.

There was no evidence to support the claim of harassment.

Case Study Ninety-six

By using before and after photographs, and the evidence of an inventory the Landlord was able to establish to the Adjudicator's satisfaction claims for cleaning, gardening and the cost of replacing a mattress.

The Adjudicator reduced some of the amounts claimed by the Landlord, as they appeared to be on the high side, and disallowed a claim for repairs which fell within the Landlord's repairing obligations.

Case Study Ninety-seven

The Landlord was seeking to retain £442.00 out of the total deposit of £1,620.00 for a) Cleaning £199.75, b) Carpet cleaning £80.00, c) Replacement lightbulbs £15.00, d) Washing machine repair £45.00, e) Check-out fee £82.25, and f) Painting wall contribution £20.00.

The Tenant agreed that £102.25 should be reimbursed for items e) and f).

The Adjudicator also noted that the Landlord had the Check-in and Check-out reports prepared by an independent Inventory firm.

The Adjudicator directed that £347.00 (including the £102.25) was to be returned to the Landlord because a) the Adjudicator found that the Property required cleaning as noted on the Check-out

report and b) the Tenant was liable for the washing machine repair by way of a clause in the Tenancy Agreement.

The claims for a) light bulbs failed because the Check-in report noted more bulbs not working than at the end and b) carpet cleaning failed because every room on the Check-in report noted stains and/or spots similar to Check-out and the photos taken at Check-out.

Case Study Ninety-eight

The Landlord was seeking to retain £712.73 out of the total deposit of £2,076.00. The Landlord was retaining this sum for a) Toilet hose in the bathroom, b) Blocked drains and gullies, c) Garden and d) Rubbish removal. Commenting upon the individual items, the Landlord notes that:-

The Adjudicator directed that £672.73 be returned to the Tenant and £40.00 (for the rubbish removal) to the Landlord.

The Adjudicator found that the toilet hose was not on the Inventory prepared by an independent company and the Landlord's comment was made after the joint inspection. Furthermore, the Check-out inventory did not comment that there was any problem with the garden.

With regards to the blocked drains and gullies, the Adjudicator found that although the Tenant appeared to have failed to clear the gullies properly, the photos of the air bricks showed that there was evidence of ponding in front of them. Also, due to the level of the air bricks being at ground level, there would always have been some water entering under the floor. Whether this was due to the ponding or blocked gullies was not proven.

Case Study Ninety-nine

The Landlord sought to retain the deposit to contribute towards various losses, including various dilapidations and rent.

The Tenant sought the return of the deposit.

The Landlord's claim succeeded. This was a good example of record keeping on the part of the Landlord. The claim was supported by a check-in and check-out report, together with photographic evidence at the start and end of the tenancy. Further, the Landlord produced a detailed summary of event, as well as supporting invoices and receipts.

The Adjudicator found that the entire amount of the deposit should be allocated to the Landlord, to contribute towards the dilapidations.

The balance of the Landlord's claim, which far exceeded the deposit, would need to be dealt with outside of the scheme.

Case Study One hundred

The Landlord was seeking to retain a portion of the deposit totalling £744.38 for a) Cleaning £320.00, b) Damage repairs £99.88, c) Touch up painting £235.00, d) Washing machine repair £69.50, e) Damage to coffee table £15.00, and f) Radiator scuff marks £5.00.

The Tenant agreed that £50.00 should be a contribution to the cleaning costs.

The Adjudicator directed that £315.00 was to be returned to the Tenant and £429.38 to the Landlord.

The Adjudicator found that some of the costs being claimed by the Landlord for cleaning were for a patio area, not the Tenant's responsibility. Similarly, the cost to the Tenant for touch up painting was reduced to account for the fair wear and tear comments on the Check-out report prepared by an Independent Inventory company. Finally, the costs for the damaged coffee table were not evidenced by any receipts and were included in the sum returned to the Tenant.

Case Study One Hundred and one

The Landlord claimed to be entitled to retain the whole of the deposit of £525 for the following reasons:

The Tenant failed to pay rent for the period from 12th October to 11th November 2008

The Tenant failed to pay the Landlord the cost of professional cleaning of carpets at the end of the tenancy, in the amount of £45.

The Tenant said that: She remained in the property after 11th October 2008 when the fixed term tenancy expired only because the Landlord wrongly refused to accept that the tenancy terminated on that date. During the tenancy the Landlord was in breach of repairing obligations in respect of the front garden fence, clearing ivy from the garden, the chimney, the water supply, front and rear door locks and penetrating damp, with the result that the Tenant suffered discomfort and inconvenience.

The Adjudicator held that the tenancy was for a fixed term, and the Tenant was not required to give notice, but held that the Tenant was liable to pay rent of £525, because she had remained in occupation during the period for which rent was claimed. He found, on the balance of probabilities, that the Landlord was entitled to £45 in respect of carpet cleaning, making the total claim £570.

The Adjudicator held that the Tenant was entitled to £50 per month for three months in respect of the Landlord's failure to repair the water supply, and the chimney, because of breach of the implied covenants under Section 11 of the Landlord and Tenant Act 1985. He rejected the Tenant's other claims on the ground there was insufficient evidence of any delay in carrying out necessary repairs.

The Adjudicator directed that £420 out of the deposit be paid to the Landlord, and the balance of £105 to the Tenant.

Case Study One Hundred and two

The Landlords were seeking to retain £550.00 out of the full deposit of £725.00 for a) Cleaning and decorating downstairs £250.00, b) Redecorating upstairs, and c) Garden maintenance; £300.00 for both.

The Landlords argued that the Tenant had redecorated some of the rooms without permission. The Adjudicator held that the Tenant was in breach of her tenancy obligations for this as there was nothing in writing confirming that she could do carry out any decorating.

The Adjudicator returned £150.00 to the Landlords for this.

The rest of the Landlords claim failed due to the lack of a Check-out inventory or photos. A Check-out had in fact been done as noted by the Tenant. The balance of £575.00 was therefore returned to the Tenant.

Case Study One Hundred and three

The Landlords were seeking to retain £161.00 out of the full deposit of £1,042.50 for a) carpet cleaning £120.00, b) cleaning the oven, hob and 2 WC's £25.00, and c) cleaning windows and the kitchen floor £16.00.

The claim for carpet cleaning succeeded as the Check-out inventory, prepared by an independent agency had noted this needed doing. The other two items failed as there were no comments on the Check-out inventory.

The Adjudicator directed that £120.00 be returned to the Landlords and the balance, including the undisputed amount, be returned to the Tenant.

Case Study One Hundred and four

The Landlord claimed for cleaning, the replacement of items removed by the Tenant, and repairs.

The Tenant admitted some of the Landlord's claim, and other parts of it were supported by additional evidence. The Adjudicator allowed these items. Where there was a dispute and the Landlord did not produce additional evidence to support her claim, such as a check out report, the Adjudicator did not find in her favour, as she had not proved her case to the required standard.

The largest item disallowed was a claim for re-plastering. A pipe, which was half hidden in a wall, had been leaking and the Landlord said that the Tenant should bear the cost of re-plastering, because he failed to report the leak.

The Adjudicator was not satisfied that the Tenant would have noticed that a half hidden pipe was leaking before the damage which needed repairing had been done.

Case Study One Hundred and five

The Tenant claimed to be entitled to the return of the whole sum of the deposit of £1,099.95, but the Landlord claimed to be entitled to make a deduction for cleaning expenses, on the ground that the Tenant left the property in an unclean condition, and the Landlord incurred expenditure of £293.84, and a fair and reasonable contribution from the Tenant would be £200.

The Tenant said that he and his co-Tenants cleaned most of the property at the end of the tenancy, but were obliged to leave some parts unfinished, and they should not have to pay the whole cost of a full clean of the whole property.

The Adjudicator was satisfied on the balance of probability that the Tenant left the property in an unclean condition, and that he should pay more than half of the cost of a full clean because items that were difficult to clean, such as the oven, had been left uncleaned. Taking into account that the Landlord had had certain redecoration work carried out at the end of the tenancy, the Tenant should pay £200.

The Adjudicator directed that the Deposit Protection Service return the sum of £200 to the Landlord and the balance of the deposit of £1,099.95, namely £899.95, to the Tenant.

Case Study One Hundred and six

The Landlord claimed the sum of £619.80 from the total deposit of £1,516.66. This was to cover the costs of replacing fire equipment, a microwave, shower curtain and glass shelves as well as some redecoration. He also claimed for some unpaid rent.

The Tenant challenged the Landlord's assertions saying that some of the items were not mentioned in the check-out report.

The Adjudicator examined all the evidence and determined that the sum of £1,446.66 should be returned to the Tenant.

Case Study One Hundred and seven

The Landlords were seeking to retain £450.00 out of the full deposit of £1,450.00 (none of which had not been returned) for a) a scratched black stone garden seat £200.00, and b) cleaning the garden patios £250.00.

The Adjudicator found that the Tenants had complied with their obligation to tend the garden. The quote provided by the Landlords was some 2 ½ months after the Tenants had moved out and the Adjudicator decided that it was too long after the Tenants' departure to complain.

The Adjudicator awarded the Landlords £100 towards the cost of repairing the damaged stone seat because there was no note of any damage at Check-in and the photos at Check-out clearly showed scratching.

The balance of £1,350.00 was returned to the Tenants.

Case Study One Hundred and eight

The Landlord claimed to be entitled to retain £886.78 out of the deposit of £1,800 for the following reasons:

There were arrears of rent of £801.78 at the end of the tenancy

The flat was not left in a clean condition at the end of the tenancy, and the Landlord claimed £80 for cleaning costs

There were two light bulbs that the Tenant failed to replace during the tenancy, and the Landlord claimed £2.50 each for the cost of replacement, total £5.

The Tenant said as follows: The arrears of rent, which arose after the death of one of the co-Tenants, were admitted. The Tenant denied any breach of the covenant to leave the flat in a clean condition.

The Landlord should give credit for rent overpaid for six days from 1st to 7th January 2009 because the tenancy ran from the seventh day of each month, and she vacated on 1st January 2009.

The Adjudicator found the proper deduction for arrears of rent was £801.02, in accordance with the Landlord's rent schedule, and he found proved the cost of cleaning of £80 and the cost of replacing light bulbs of £5. In the light of email correspondence, he found that the Landlord had released the Tenant from the tenancy on 1st January 2009 on the basis that the overpaid rent for six days would be reimbursed to the Tenant, and must therefore give credit for £264.96.

The Adjudicator directed that £621.06 be paid to the Landlord, and £1,178.94 to the Tenant.

Case Study One Hundred and nine

The Landlords were seeking to retain the full deposit of £500.00 because the Tenant left early. The Tenant had refused to pay new advertising costs etc. He also moved out leaving unpaid bills and rent arrears.

Directing that £429.90 be refunded to the Landlords, the Adjudicator found that the Tenant had departed early and the Landlords were therefore entitled to the sums they were seeking (plus interest as per the Tenancy Agreement), less charges for some items for which costs had not been substantiated. The balance of £70.10 was therefore refunded to the Tenant.

Case Study One Hundred and ten

The Landlord alleged that: The Tenant was liable for cleaning, rubbish removal, repairs and replacements in the amount of £197.50

The Tenant was also liable for the replacement of a carpet at an estimated cost of £370, plus £50 for the Landlord's time in removing and replacing furniture when the carpet is laid;

The Tenant should also pay the Landlord's costs of claiming and recovering payment in the amounts of £7.48 for film development, £25 for time spent in taking photographs, £120 for production of documents, and £2 for postage and printing.

The Tenant admitted part of the Landlord's claim totalling £110.46, subject to a set-off in respect of the overpaid rent, but denied that the Landlord was entitled to the other amounts claimed.

The Adjudicator found that the Landlord was entitled to recover £490 in respect of rubbish removal, repairs and replacements, including three-quarters of the cost of carpet replacement. But the terms of the tenancy agreement did not entitle the Landlord to recover his own costs of taking photographs, preparing documents, or carrying on correspondence in connection with his claims, and the Adjudicator had no jurisdiction to make an order for costs in favour of either party.

The Adjudicator directed that the sum of £427.71 be returned to the Landlord and the balance of the deposit of £720, namely £292.29, to the Tenant.

Case Study One Hundred and eleven

The Landlord was seeking to retain £901.56 out of the full deposit of £1,834.62 for a) Unpaid electricity bill £51.56, b) Broken bed £55.00, c) Cleaning £195.00, and d) Replacement carpets £600.00.

Directing that £835.06 be returned to the Tenants and £66.50 to the Landlord, the Adjudicator found that:

Due to confusion over readings at the start of the tenancy and the failure to prove his case, the Landlord was to bear the electricity costs.

The Tenants were to make a contribution of £16.50 for the bed repair, after a fair wear and tear adjustment.

The Tenants were to make a £50.00 contribution to the cleaning costs.

The Tenants had made numerous comments on the Check-in inventory, which were not commented upon by the Landlord. In accordance with the agreement the Adjudicator found that these comments were therefore accepted by the Landlord and the cleaning costs adjusted.

The claim for a new carpet failed because a) it was 7 years old, b) there was no fair wear and tear adjustment, and c) comments made at Check-in by the Tenants.

Case Study One Hundred and twelve

The Landlord was seeking to retain £875.00 out of the full deposit of £1,142.00 for a) Repainting due to smoking £380.00, b) Bathroom shelf £25.00, c) New fridge door £138.00, d) Cleaning £175.00, e) window keys and a bulb £7.00, f) clearing out Tenants' belongings £25.00, g) Check-out costs £50.00, and h) Managing the remedial works £75.00.

Directing that £1,074.00 (the Landlord had overpaid the sum to be protected) be returned to the Landlord and £163.00 to the Tenants, the Adjudicator found that apart from the bathroom shelf (fair wear and tear), dents in the fridge door (adjusted for fair wear and tear) and the check out costs, there was ample evidence to substantiate the remaining items. This included witness statements regarding the smoking in the flat.

Case Study One Hundred and thirteen

The Landlord was seeking to retain £1,000.00 for unpaid rent, which the Tenants were disputing on the grounds that the Landlord had failed to carry out repairs.

Directing that the £1,000 be returned to the Landlord, the Adjudicator found that a) there was a contractual obligation to pay the rent, b) there was scant evidence to give rise to a withholding of rent, and c) the Tenants had failed to heed the advice of the solicitor who had given them advice in writing.

Case Study One Hundred and fourteen

The Landlord was seeking to retain £340.00 out of the full deposit of £2,100.00 for a) Cleaning £300.00, b) Bathroom shelf £10.00, and c) Ripped paper and damaged silicon in the bathroom £30.00.

The claim failed because the Landlord had failed to provide any evidence showing the condition of the Property at commencement of the tenancy. Furthermore, there was no evidence of cost.

Case Study One Hundred and fifteen

The Landlord was seeking to retain £438.00 out of the full deposit of £1,390.00 for a) Carpet cleaning £180.00, b) Gas fire inspection £30.00, and c) Rectify damaged fire £228.00.

The claim failed because the Landlord had failed to provide any evidence showing the condition of the Property at commencement or end of the tenancy. Furthermore, although the Tenant had vacated at the end of the term as per the Agreement and had returned the keys to the agent, the Landlord did nothing for six weeks.