

## Tenancy Deposit Protection Adjudication Case Study Bulletin Four 18<sup>th</sup> February 2008

### **Case Study One:**

#### **Substantive Issue considered:**

Whether MA can rely on the terms of the Tenancy Agreement in order to deduct their commission to re-let the property from the Deposit, in the event of an early termination from the Tenancy Agreement.

#### **Adjudicator's Findings:**

The Adjudicator found that the terms of the Tenancy Agreement did not expressly state that T was liable to pay for the MA's fees, and consequently found that the MA could not rely on the Tenancy Agreement to support their claim.

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### **Case Study Two:**

#### **Substantive Issue considered:**

Whether or not the T was obliged, under the Tenancy Agreement, to give notice to L in order to terminate his fixed period tenancy of six months. Such a breach of the Tenancy Agreement would have resulted in a deduction from the Deposit.

#### **Adjudicator's Findings:**

The Adjudicator found that the Tenancy Agreement did not expressly state that T was obliged to give notice to terminate his fixed period term tenancy, and consequently found that T was not obliged to give notice.

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### **Case Study Three:**

#### **Substantive Issue considered:**

Whether the T was liable to pay for the damages, by way of deduction from the Deposit, to a wood worktop resulting from their failure to pay special attention to the caring of the wood worktop.

#### **Adjudicator's Findings:**

- a) The Adjudicator found that T had signed and dated the Inventory Schedule of Condition, which had a special condition requiring T to give the wood worktop special care, as it was expensive and in a brand new condition.
- b) The Adjudicator found that with the allowance of fair wear and tear, T was obliged to return the wood worktop in the same condition in which it was delivered to him at the start of the tenancy, and directed the deduction of the cost of repairing the wood worktop from the Deposit.