

Tenancy Deposit Protection Adjudication Case Study Bulletin Six 26th March 2008

Case Study One:

The Landlord sought payment of the entire protected Deposit amounting to £775.00 at end of the tenancy on basis that the Tenant had kept dogs at premises without permission and generally left property in state of disrepair. Other allegations levelled against the Tenant was that he was still owing gas and electricity bills.

The Adjudicator found that since the Tenant had admitted to keeping dogs on the property and expressed an intention to repair a torn carpet himself, the estimated costs for shampooing the carpets and replacing the carpet amounting to £420.00 could be deducted from the Deposit and paid to the Landlord with the balance of £355.00 paid to the Tenant.

As regards other items of disrepair such as replacement of lawn and garden, internal repainting of the premises etc, the Adjudicator found that since there was a distinct lack of check-in and check-out reports, and since the quotation produced by the Landlord with an overall total of £994.00 seemed to have been produced following a site inspection conducted well after the Tenant had vacated the property, he was not satisfied that the estimated costs for those repair items should be deducted from the Deposit as he was not satisfied that the alleged disrepair and maintenance items arising from the site inspection was solely attributable to the short tenancy of the Tenant.

Case Study Two:

The Landlord had refused to refund any of the Deposit of £875.00 to the Tenant on the basis that he was entitled to deduct the total sum of £539.13 for damaged sofa and cushion covers, damaged blind, bath mat and cleaning.

The Tenant submitted that he owed some money for the sofa and cushion covers. However he submitted that the undisputed portion of the deposit should be refunded.

The Adjudicator decided that the Landlord was entitled to withhold 50% of the sum claimed for the sofa and cushion covers as well as the cost of the damaged blind. No evidence had been provided to substantiate the costs claimed for the bath mat and cleaning.

The Scheme Operator was directed to refund to the Tenant the sum of £624.43.

Case Study Three:

The Landlord had refused to refund all the Deposit to the Tenant on the basis that he was entitled to deduct the total sum of £583.26 for outstanding rent, removal of Tenant's items and carpet cleaning. The Tenant was seeking the return of £547.75.

The Tenant submitted that she had purchased certain items on the Landlord's behalf, for which she had been promised reimbursement. This is why a portion of rent had been withheld.

The Adjudicator decided that, on the facts of this case, the Tenant had been in breach of her tenancy for not paying all the agreed rent. However, based on the evidence provided, the adjudicator was satisfied that there was an agreement to refund the sums claimed.

The Scheme Operator was directed to refund to the Tenant the sum of £532.30.

Case Study Four:

During a shorthold tenancy the Tenants withheld rent as a result of a leak from an upstairs flat.

At the end of the tenancy the Landlords deducted from the deposit the unpaid rent, fees and charges they claimed were due under the agreement, and the cost of replacing a carpet and a wardrobe.

As the leak was not the Landlord's responsibility the tenants could not withhold rent even if they suffered inconvenience. The Landlords were entitled to the fees and charges specified in the agreement but could not recover for items replaced as a result of fair wear and tear. Where items were replaced and allowance had to be made for any betterment.
