

Dear Mr Tenant,

We act for Mr and Mrs Landlord as their solicitors.

They have asked that we correspond with you in relation to your letter of 30th August and 6th October 2006.

Your letter of 30th August 2006 contains many truths but fails to refer to the second paragraph of page 1 of the ARLA guidelines, which states that money cannot be withheld by the Landlord "other than by specific mutual agreement (with the tenant) or by express provision of a clause in the tenancy agreement". If you refer to paragraph 2 of the Tenancy Agreement it states that the deposit is "refundable to the tenant following termination of tenancy without interest subject to deduction of monies due to the landlord by virtue of any breach of the tenant's obligations under the terms of this tenancy agreement or dilapidation against the inventory".

The provision which Mr and Mrs Landlord are particularly concerned about is paragraph 3(6). This provides "that you are not to remove the contents or any part thereof or any substituted items from the premises". The contents which you have removed are a painting and a statue of considerable personal and sentimental value. These items were purchased over 10 years ago. In other words they are worth more to my clients than the open market price that they might sell for if our client had wished to sell them; in fact the monetary value is believed to be not much at all.

Our client's position is very straightforward. If you return these items to them then they will refund the remaining £310.00 to you as a matter of course. This is not an issue of repairing damaged items. Your letter of 6th October even says in the third paragraph - "removal of personal items from the property". This indicates that you are fully aware of this. This is not only a breach of the tenancy agreement but appears to be 'taking with the intention permanently to deprive'.

You have shown from your letters that you want to resolve this issue once and for all. Equally, you have repaired items and made some effort to leave the premises clean. Mr and Mrs Landlord have always tried to be fair to you. Some examples that may jog your memory are relating to the installation of a loft ladder at no cost to you, and the fact that you were not charged for a broken microwave and a broken window. We hope, bearing this in mind, that this problem can be resolved without further complications.

Please do not hesitate to contact <Solicitor's Name> on the above telephone number.

We look forward to hearing from you.

Kind regards,

A Solicitor