

My New Address
My Address
POST CODE

30th August 2006

Mr. A N Landlord
Address Line 1
Address Line 2
Address Line 3
London
POST CODE

Dear Mr. Landlord,

I am writing in reply to your email of 29th August (a copy of which is enclosed).

At the time of the final inspection of the house we verbally agreed that all that was left to do was clean the oven and basement floor, and remove some of our belongings from around the house.

It now appears you have conducted another inspection, without giving us the opportunity to be in attendance, as you are obliged to. You are also obliged to give a tenant the opportunity to remedy any defect before charging them for it, which you have failed to do in several of your listed cases. You should have prepared a dilapidation schedule at the time of this second unannounced inspection, and had quotes from tradesmen prepared to allow us to readily account for deductions. This documentation should then have been sent to us.

Additionally, you should be aware that the amount retained should only be equivalent to an amount needed to replace "like with like". For example, if a handle is missing from a piece of dining room furniture, you cannot expect to retain the cost of a new set of handles because a match cannot be found.

It is not sufficient to provide a list of costs that you have written yourself – you must provide individually itemised invoices from the tradesmen and suppliers used in any work resulting from the end of the tenancy.

Good practice requires that the landlord keep deposits in a separate client account, and provide the tenant with a written statement detailing exactly what the deposit covers and when it will be returned. Could you please provide us with evidence that you have adhered to these standards?

I have also enclosed a copy of a document from the Association of Residential Letting Agents, detailing the principles of dealing with deposits, disputes and damages. You will notice that, among other things, the document states that:

- A landlord is not legally entitled to charge his tenants the full cost for having any part of his property, or any fixture or fitting, "...put back to the condition it was at the start of the tenancy".
- The deposit is not equivalent to an insurance policy that might provide full replacement value or "new for old".

It is a common misconception that the deposit belongs to the landlord – it does not, and withholding of it without proper validation is illegal.

It cannot be argued that the house was not presented in a reasonable state of cleanliness. We had the house professionally cleaned (and I enclose documentary evidence of this), and the state of the house at the time of official checkout was also witnessed by a friend of ours.

We had agreed that our leftover belongings would be removed at our cost, however on your list are several items which are not ours and were there at the start of the tenancy. These are:

- Mattress in garden (from your sofa bed)
- All items left in the kitchen
- Clothes airer

It is also not our responsibility to have next door's garden rubbish removed – everything we left in their garden was cut from their weeds which were overgrowing into our garden. You may also be interested to know that the barbecue currently contains lava rocks specifically intended for gas barbecues and no coal has been used with it.

The two cans of paint were left in the shed along with all the other paint therein to allow you or future owners to repair any defects in the master bedroom that may occur with identical paint. I mentioned this to you on the day of the final inspection and you did not object.

The onus is on you to prove that there were circumstances justifying the retention of part of the deposit, not on us to prove that we are entitled to its return. As of yet you have not provided any such evidence.

I would like you to provide full invoices for all work that arose from the end of the tenancy and which we agreed on the day of the final inspection, as you are not entitled charge us for anything else given that you did not give us the opportunity to remedy it ourselves. This should include a list of every item removed. Should you be unable to provide us with this evidence we will be in a position to demonstrate that it is unreasonable for you to retain the total amount.

I would also appreciate it if you could adjust the cost of the replacement items that we did agree on the day (the toilet roll holder and the enamel tap tops) according to their original age and reasonable wear and tear, as detailed at the bottom of page 2 of the ARLA document.

Yours sincerely

Richard Irons