

My Address
My Address
POST CODE

19th October 2006

Mr. A. Solicitor
Some Solicitors
Address Line 1
Address Line 2
Address Line 3
POST CODE

Dear Mr. Solicitor,

Re: 4 Netherby Road (Owner: Mr. A N Landlord)

I am writing in response to your email of 18th October.

The first thing I would like to point out is that we have not removed any paintings or ornaments of any kind, and I object to the suggestion that we have done so. I would also like to point out that the painting and statue that are now in question were not mentioned at the time of final inspection. You must understand that once the final inspection has been performed, we cannot be responsible for any further defects or missing items, as it is simply impossible to say whether they happened during our tenancy.

At the final inspection, the things that were mentioned were that the oven and downstairs floor needed cleaning (both of which were done the next day); a broken toilet roll holder and tap tops in the kitchen, which we agreed to replace at like-for-like cost; and that there were various personal items belonging to us which needed to be removed.

Shortly after the final inspection we received a letter indicating that the landlord had carried out another inspection of the property of which he had not informed us and at which he had not invited us to be present. He raised several new points and attempted to charge us for them immediately, despite the fact that the inspection was invalid, and that even if it had been valid he should have given us the option of remedying the defects ourselves. Some of these points had even been discussed at the time of the end-of-tenancy inspection and had been accepted by Mr. Landlord. Others were simply inaccurate, such as the assertion that coals had been used in the gas barbecue.

On this letter, dated 29th August, there is mention of a "blue print & frame missing from kitchen" with a given value of £20. However, there is *still* no mention of the statue you are now bringing up.

Neither we, nor any independent party, were present at this "post-final" inspection and therefore no judge would conclude that it was fair and unbiased.

The phrase "removal of personal items" (mentioned in my letter of 6th October) has been misunderstood. I meant that *our* personal items (a box of books, a table, etc) could be removed and disposed of by a contractor and we would pay for this to be done (given the proper itemised paperwork).

You may be interested to know that we did indeed have to pay for the replacement window, after much debate. The window broke spontaneously during the night, which was not our fault, and our offer to go halves on the cost was roundly ignored. When it was re-glazed the glazier wrote on the receipt (which of course we still have) that the window "broke due to bad fitting". I find the fact that Mr. Landlord has told you that he paid for the window strange, to say the least.

It would have been totally unreasonable not to fit a loft ladder. We regularly needed to go into the loft to recharge the heating system as it failed to hold its pressure (indicating a fault in the system). To ask tenants to do this without a safe ladder would clearly have made the property unsuitable for rental. However, the ladder was not actually fitted until the last few weeks of the tenancy. While the ladder was being fitted under Mr. Landlord's supervision while we were out, he conducted an unauthorised inspection of the property, one at which we were again not invited to be present. On receiving a letter detailing the issues identified during this inspection we informed Mr. Landlord that it was pointless to try to decide the final condition of the property before the moving-out date, and we agreed on an inspection at the end of the tenancy.

The microwave simply failed, and as such it was not our responsibility to pay for it. As we had no real need for a microwave, we did not ask for a replacement, despite clause 6(4) of the rental contract specifying that kitchen appliances should be maintained and repaired by the landlord.

As such, your three examples of the landlord's goodwill do not make much of a case. Nor are they relevant to the withholding of the deposit in any way.

Mr. Landlord has completely changed his reasons for withholding the deposit, suggesting that he is anxious to keep our money and will continue to concoct new reasons to do so. As you pointed out in your email, I would like to bring this situation to an end once and for all. I am not prepared to continue with this cycle of explaining why the given reasons for withholding the deposit are not valid, and then being presented with a new set of equally invalid reasons.

The current situation is still that part of the deposit has been withheld without being properly accounted for. It is now over two months since the end of the tenancy. We are under no obligation to prove anything: the landlord must prove that he has incurred expense. An email from a solicitor is still not documentary evidence of these expenses. I still intend to file a claim with the county court on or after 25th October if I do not receive all relevant receipts and a cheque for the final amount by that time.

Yours sincerely

Richard Irons