

Proposal for deductions from the tenancy deposit





Summary details

| | |
|-----------------------|---|
| Property address | 123 Street Name, Town, County, Postcode |
| Name of Tenant (s) | Mr Gordon May |
| Name of Landlord (s) | Mrs Theresa Brown |
| Tenancy start date | 1.9.2015 |
| Tenancy end date | 31.8.2016 |
| Deposit value £ | £2,500 |
| Proposed deductions £ | £950.00 |

This document has been prepared to set out clearly the deductions that the landlord proposes to make from the tenancy deposit. The document itself is an approved template issued by the Tenancy Deposit Scheme which requires landlords to be explicit about the deductions that they propose to make from the deposit and to provide the tenant with the evidence that supports the deduction. If the tenant(s) do not agree with the proposed deduction then this template will be submitted to the Tenancy Deposit Scheme as evidence of the proposed deductions.

ACTION REQUIRED

The Tenant(s) should review this document carefully and advise in section 5 of each element of the claim whether they accept the deduction proposed or why they are disputing this claim. Any information entered by the tenants will be supplied to the Tenancy Deposit Scheme in the event that there is a dispute.

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Summary of proposed deductions

The tables below set out details of the proposed deductions for the tenancy deposit. There is full guidance available from the Tenancy Deposit Scheme on their website on the approach that they take to the necessary evidence which landlords must have to demonstrate the validity of a claim.

Deductions proposed

| Value of Deposit £ | £2,500.00 |
|--------------------|------------------|
| Cleaning claim | £ 258.00 |
| Damage claim | £ 150.00 |
| Redecoration claim | £ 800.00 |
| Gardening claim | £ 80.00 |
| Rent Arrears claim | £1,500.00 |
| Miscellaneous | £ 27.40 |
| TOTAL | £2,815.40 |

Key documents related to this claim

| Document | Previously supplied (please check) | Attached (please check) |
|---------------------------|------------------------------------|-------------------------|
| Tenancy Agreement | ✓ | |
| Inventory/Check in report | ✓ | |
| Check out report | ✓ | |
| Invoices/estimated | | |
| Rent statements | | |
| Emails/letters | | |

Date of submission to tenant: 20.10.2016

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Cleaning claims (£258.00)

1. What deductions are you claiming for?

The landlord is claiming for end of tenancy cleaning – £258.00, made up of:

- Carpet cleaning: £75.00
- Oven cleaning: £25.00
- General cleaning: £158.00

2. What clause(s) in the tenancy agreement support your claim for cleaning?

Clause 15.3 of the tenancy agreement states that the tenant is obliged to “clean or pay for the cleaning to a professional standard the Premises and the Fixtures and Fittings including any carpets, curtains, linen, or furniture that are soiled stained or marked during the Tenancy.”

3. What is your evidence of the property’s cleanliness at the start and end of the tenancy?

The check-in report dated 1.9.2015 (the start date of the tenancy) states on page 26 that the property was cleaned to a professional standard. The check out report states on page 1 that the property required professional cleaning throughout at the end of the tenancy.

4. What evidence supports the value of the claim you are making?

The quotation from Shiny Clean dated 1.9.2016 (the day after the check-out report) refers to the cleaning needs identified at check out and the cost of making good.

5. Tenant(s) view on this element of the claim:

Landlord(s) response:

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Damage claims (£150.00)

1. What deductions are you claiming for?

The tenants have damaged the following items:

- Broken bedroom drawer: £40.00
- Cracked bathroom tiles: £75.00
- Power socket off wall: £35.00

2. What clause(s) in the tenancy agreement support your claim for damage?

Clause 7.8 of the tenancy agreement states that the tenant should take reasonable, proper care in the use of the Premises and its Fixtures and Fittings.

3. What is your evidence of the property's condition at the start and end of the tenancy?

The check-in report dated 1.9.2015 details the condition of the property when it was inventoried by SureMove, in both writing and with photographs. The check-out report dated 1.9.2015 (the day after the tenants moved out) – pages 34 and 37 detail the items being claimed for and photos 19, 20, 22 and 23 provide photographic evidence.

4. What evidence supports the value of the claim you are making?

The check out report and photos clearly demonstrate the damage that has been done to the items listed above, and a comparison with the check in report supports that they were damaged during the tenancy. Reasonable estimates have been received from local tradespeople to carry out these repairs and quotes are attached as evidence.

5. Tenant(s) view on this element of the claim:

Landlord(s) response:

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Redecoration claims (£800.00)

1. What deductions are you claiming for?

Redecoration of the living room including making good all walls prior to being able to paint £800.00

2. What clause(s) in the tenancy agreement support your claim for redecoration?

Clause 1.3.1 of the tenancy agreement states that the tenant is to be held liable for the fair costs involved in returning the premises to its original state.

3. What is your evidence of the standard of decoration at the start and end of the tenancy?

The check-in report dated 1.9.2015 details the condition of the property when it was inventoried by SureMove, in both writing and with photographs. The check-out report dated 1.9.2016 (the day after the tenants moved out) shows the condition of the decor on pages 12, 13 and 14 and photos 7, 8 and 9 show scuff marks and chips to the walls.

4. What evidence supports the value of the claim you are making?

We have obtained quotes from professional decorators to fill the holes and chips in the walls, and to repaint the living room. The marks to the wall do not fall under wear and tear/fair use, but we have adjusted the amount claimed by -20% to allow for a fresh coat of paint while not counting as betterment.

5. Tenant(s) view on this element of the claim:

Landlord(s) response:

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Gardening claims (£80.00)

1. What deductions are you claiming for?

Cutting of grass and re-sowing grass where worn away £50.00, removal of patio rubbish £30.00

2. What clause(s) in the tenancy agreement support your claim for gardening?

Clause 2.34 in the tenancy agreement states that the tenant should cut the grass as necessary to keep it in a neat and tidy condition and to keep any paths weed free.

3. What is your evidence of the garden's condition at the start and end of the tenancy?

The check-in report dated 1.9.2015 details the condition of the gardens before the tenants moved in, described as being well kept and tidy. The check-out report dated 1.9.2016 page 51 shows the garden as cluttered, with grass uncut, brown patches where garden furniture has been left in place too long, and rubbish left on the patio. This is supported by check out photos 70, 71, and 73 showing the condition of the lawn and patio.

4. What evidence supports the value of the claim you are making?

A quote has been obtained from a local gardener to cut the grass and sow replacement grass seed in the bare areas. We have taken away the rubbish ourselves and claim for petrol costs and the cost of using the local landfill site.

5. Tenant(s) view on this element of the claim:

Landlord(s) response:

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Rent arrears claims (£1,500.00)

1. How much are the arrears and how did they arise?

The tenants have not paid rent for a number of weeks as shown on the rent statement and owe rent of £1,500.00

2. What clause(s) in the tenancy agreement support your claim for rent arrears?

Clause 9 of the tenancy agreement stipulates that rent is paid for the following month on the 1st of each month, and any arrears must be settled at the end of the tenancy.

3. What is your evidence of rent arrears?

Rent statements and bank records are attached as evidence.

4. Tenant(s) view on this element of the claim:

Landlord(s) response:

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Any other claims – Misc items (£24.70)

1. Are there claims for any other objects/issues?

14 Light bulbs not working: £24.70

2. What clause(s) in the tenancy agreement support your claim(s)?

Clause 2.40 of the tenancy agreement states that the tenant shall take care to replace light bulbs to ensure that that all are in place and working at the end of the tenancy agreement.

3. What is your evidence for this claim?

The check in report clearly states that all light bulbs were tested and in working order. The checkout report shows the light bulbs in the kitchen, bedroom 1, bedroom 3 and the attic have either been removed or have burnt out and not been replaced.

4. What evidence justifies the value of the claim you are making?

The tenancy agreement states the tenant is responsible upon exiting the property to ensure all light bulbs are in working order. During the checkout we discovered several rooms light bulbs were not working, totalling 14 replacement bulbs needed. We purchased a set of replacement light bulbs from a local hardware store and fitted them ourselves. Attached as evidence is a scan of the receipt for the light bulbs but we have not charged the tenant for our time in fitting the light bulbs.

5. Tenant(s) view on this element of the claim:

Landlord(s) response:

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