



Who should read this?

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tenants	Agents	Landlords

Insured / Custodial

When a landlord is claiming rent arrears

Adjudication Digest August 2020

More real-life case studies can be found on the Tenancy Deposit Scheme website [here](#).



The landlord's claim was for a shortfall of rent payments in the last two months of the tenancy.

The tenants said that due to the Covid-19 pandemic, they asked the agent for a reduction in their rent. Without waiting for a response from the landlord's agent to their request, the tenants paid a reduced rent payment for the following month and served notice to end their tenancy agreement, paying a reduced rent in the final month.

The landlord said that they did not agree to 'waive' the shortfall of rent, however, they were prepared to accept, due to the tenants' circumstances, a reduced rent on the basis that the tenants pay the arrears at the end of the tenancy. Alternatively, they were willing to allow the tenants to use their deposit to cover the shortfall, i.e. allowing deferral of rent only. The notice to end the tenancy was accepted.

On the other hand, the tenants understood that the rent had been reduced by agreement, and the underpaid difference had been waived by the landlord.

The adjudicator was provided with the tenancy agreement, and a rent statement.

The Adjudicator's decision

The tenancy agreement said that the tenant was to pay a set amount of rent during the tenancy and the date on which that rent was to be paid. Without any documented evidence, such as emails, that the landlord or agent had confirmed the underpaid rent was agreed to be permanently waived the tenants remained responsible for the full rent payment due under the terms of the tenancy agreement.

So, what are the key points here?

- Always provide a detailed rent statement to support any rental claim for the period of the tenancy, which sets out the name of the tenants, the property address, the period of the tenancy, the period to which the rent relates, the amount due and the date on which it is payable and the date on which it was actually paid.
- When asking for a reduction in rent or if you are considering a request for a rent reduction, any agreement reached as to the variation (reduction) of rent payments, ensure you have a clear agreement in writing as to what arrangement has been reached between the parties and a clear acceptance of that agreement.
- Make it clear if you have agreed to defer part of the rent payment to a defined time in the future, set out how and when any shortfall is to be repaid. What must also be agreed is whether or not any of the remaining underpayment will come from the deposit at the end of the tenancy.
- Alternatively, it can be agreed by the tenant and the landlord that any underpayment of rent will be waived, meaning that it will not become payable at any point in the future. However, as prior mentioned this must be in writing in order to avoid a claim at the end of the tenancy.