

ADJUDICATION CASE STUDY

Locks



In the event of a dispute over the deposit at the end of a tenancy, our alternative dispute resolution service provides an impartial adjudication facility to landlords, agents and tenants.

Head of Dispute Resolution, Suzy Hershman reviews an adjudication decision of a dispute over locks.

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Case Summary - Agent claims against Tenant

Background:	This case involved a dispute at the end of the tenancy over the costs incurred for a check-out inspection to be undertaken and to change the property's locks.
Disputed deposit value:	£500.
Dispute details:	At the end of the tenancy the tenant failed to return the keys to the agent so the agent claimed deductions to the deposit for the cost of changing the property's locks. The agent also claimed for the cost incurred to undertake a check-out inspection at the end of the tenancy.
Outcome:	Following the adjudication process and based on the evidence provided £160 was awarded to the agent on behalf of the landlord and £340 was awarded to the tenant.
Key topics:	Landlord/ tenant relationship/communication.

Case details

During the dispute the agent claimed that the tenant was responsible for the cost incurred for changing the property's locks as the tenant had failed to return the keys at the end of the tenancy. The tenant also proposed a deduction for a check-out fee as per their usual practice.

The tenant disputed the deductions and claimed they were entitled to the entire deposit back. The tenant admitted that they were not present for the check-out inspection and did not agree with the contents of the report so therefore should not be liable to pay the fee. The tenant also admitted they were still in possession of the property's keys, which they were willing to return to the agent at any time.

Evidence

As good practice the agent submitted the signed tenancy agreement and check-in and check-out reports compiled by an independent inventory company as evidence. The agent also provided an invoice for the cost of the check-out inspection at the end of the tenancy.

Adjudicator's findings

From studying the tenancy agreement the adjudicator was satisfied the tenant was aware of their liability to cover the cost of a check-out inspection at the end of the tenancy. The adjudicator was also satisfied that an independent inspection did take place at end of the tenancy as the agent had provided a copy of the check-out report and a copy of the invoice which was £90.

Despite the tenant's assertion that they disagreed with the content of the check-out inspection, the adjudicator upheld the claim in full and allowed the agent to retain the £90.00.

Regarding the change of locks, the adjudicator was satisfied that the tenant had breached the tenancy agreement by not returning the keys to the agent. Furthermore, the adjudicator found that the agent was entitled to change the locks for security purposes as the end date of the tenancy had passed. However, the agent did not specify the amount they were seeking to retain nor submit any evidence by way of invoices for the actual costs incurred.

In the absence of any evidence as to the cost incurred by the agent for replacing the locks, the adjudicator was required to decide what was reasonable considering the circumstances.

The adjudicator was able to make an award to the agent on behalf of the landlord and, by using public sources of information, decided that £70.00 was a fair amount to award.



What we've learnt from this case

- ✓ Communicating with your tenants.
- ✓ Submitting receipts of repair work and any costs incurred as evidence.
- ✓ Making reasonable and proportionate deductions.