

At all times it is the burden of the Landlord/Agent to prove that they were justified in withholding the deposit from the Tenant; that it is the Tenant's breach of the AST that is the reason for the retention, and that a loss flowed from this breach. Adjudicator's comments from a decided deposit dispute

In considering any claim for cleaning, damage, gardening or redecorating, I compare the condition of the property at the start and the end of the tenancy in order to establish if any damage has occurred during the course of the tenancy and if it is attributable to the Tenant



...it is noted that the presence of a loss does not automatically place liability for this loss on the Tenant. The Agent must illustrate deterioration or damage caused during the tenancy proportionate to the amount retained from the Deposit

It is also implied into every tenancy agreement that the Tenant is only obliged to 'return the property and contents at the end of the tenancy in the same clean state or condition as they were at the beginning of the tenancy (fair wear and tear excepted)'



It is the sole responsibility of each party to ensure that all relevant supporting evidence is presented to the adjudicator before the decision is made. My decision is based on the conclusions and findings I make from the evidence as presented

The *Office of Fair Trading (Guidance on Unfair Terms in Tenancy Agreements)* is very clear on the subject of unfair standard terms. A term will not necessarily be fair just because it appears in the Agreement and can be found to be unfair and unenforceable if it fails to meet the tests of transparency and fairness.

