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Tenants	Agents	Landlords

Insured / Custodial

Adjudication Digest July 2018

This month's Adjudication Digest takes a recent decision by a TDS Adjudicator and sets out the reasoning behind the decision. The aim of these Digest reports is to help tenants, landlords and agents better understand how we make our adjudication decisions. The names of the landlords and tenants involved have been removed and this is only a brief summary of the dispute.

Amount of deposit in dispute: £1,830.00

Dispute initiated by: Tenant

Award made:	£1,830.00
Tenant	£1,830.00
Landlord	£0.00
Agent	£0.00

The landlord's claimed the full deposit, for rent arrears, challenging the validity of the notice served by the tenant. The landlord explained that the tenancy agreement contained a business relocation clause, however, said this did not apply as the tenant had not relocated a sufficient distance (miles) for the relocation clause to apply. The landlord also claimed the tenant prevented access to the property for viewings, preventing the property from being re-let.

The tenant said that the correct notice was served and argued that the agents advised them, during the tenancy, that the distance restriction would not apply to the relocation clause.

The adjudicator was presented with an email demonstrating that the mileage restriction would not apply to the relocation clause. They were also provided with emails showing that access for viewings was granted, on various occasions, by the tenant. In addition, the adjudicator was provided with evidence showing that a check-out inspection had been booked for the date the tenant said the tenancy was due to end – supporting the tenants claim.

Outcome:

The landlord's claim did not succeed. The evidence showed that an agreement was made, that the mileage restriction would not apply to the relocation clause. The adjudicator, therefore, accepted that the tenant's notice was valid and the tenancy ended on the date submitted by the tenant. There was also insufficient evidence to show that the tenant prevented the property from being re-let.

[You can find out more about how the adjudicators make their decision here.](#)

So what are the key points here?

Landlords/agents should consider carefully the communications between the parties. If they have agreed to vary clauses contained in the tenancy agreement, which they later rely upon to support any claim, this may affect the outcome of a claim. For tenants, they should ensure that any agreements between themselves and landlords/agents are clear, unambiguous and in writing.

For more information about TDS' approach to deposit disputes, [check out our Guide to Deposit Disputes and Damages.](#)

[More guidance on unfair contract terms is available here.](#)