

I can't live here...

- The Adjudication Digest takes a recent decision by an Adjudicator and sets out the reasons behind it. We hope that you will find these digests informative in understanding how we reach our adjudication decisions.
- This document is for guidance only – it is not intended to guarantee when an award will be made.
- Each dispute is different and the actual award made will be based on our interpretation of the specific evidence presented to us

tel: **08450 940 740**

email: info@tdsnorthernireland.com

www.tdsnorthernireland.com

TDS Northern Ireland, Arthur House, 41 Arthur Street, Belfast, BT1 4GB

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 parties involved have been removed and this is only a brief summary of the dispute.

I shouldn't have to pay the whole rent.....

This month's case looks at claims raised by a tenant in the course of a dispute about the deposit. To what extent can these be taken into account by the adjudicator?

| | |
|--|------|
| Amount of deposit in dispute | £500 |
| Award to Tenant | £296 |
| Award to Agent (on behalf of landlord) | £204 |

The tenant in this case signed a 12 month lease on the property. Several months into the term the tenant complained that the property was damp and difficult to heat because of poorly fitted window frames and doors.

There was a short delay while the agent contacted the landlord to secure instructions about the action they wished to take following the complaint. The tenant became frustrated and contacted the local authority about the condition of the property. The local authority carried out an inspection and concluded that the property was below the tolerable standard/repairing standard as it was not wind and water tight and there was some evidence of penetrating damp.

The agent arranged for remedial work to be carried out on the landlord's instructions. The tenant said that the work was disruptive and that an allowance should be made for rent during this period. The tenant reduced the rent paid for that month and the account remained in arrears at the end of the lease as a result.

The adjudicator noted the tenant's understandable concerns about the condition of the property. However, the council's conclusions were not, in themselves, sufficient to allow the tenant to cease paying rent or unilaterally reduce it. The landlord had taken appropriate action within a reasonable time. Without the landlord's consent to a reduction in rent, the tenant remained liable to pay.

The adjudicator awarded the outstanding rent to the landlord.

So what are the key points here?

The adjudicator is primarily concerned with the landlord's claim against the tenant's deposit. From time to time, tenants will claim that a landlord failed to meet their obligations and will argue that they are justified in breaking the lease as a result. Although a tenant's claim may have merits, the adjudicator will generally conclude that the tenant's concerns will have to be pursued in another forum.

In serious cases, tenants may be able to secure a Rent Relief Order through the Private Rented Housing Panel. This would be persuasive evidence in relation to a landlord's claim for rent arrears.

It is common for a tenant to raise counterclaim issues. For example, a tenant may argue that work they undertook to improve the condition of the property while they lived there should be taken into account. Again, the adjudicator will focus on the merits of the landlord's claim and will not seek to reduce the tenant's liabilities in this way.

