

Unipol Code Tribunal - Chairs Action

12th June 2018

Report from the Tribunal

The complaint is in relation to delays in returning deposit monies to a previous tenant and the non-protection of their deposit by the landlord Mr Alexander Warner, of Warner Properties.

Details of the Complaint

7.01 Where a landlord/agent has established an Assured Shorthold Tenancy, they must ensure that any deposit is held in accordance with the tenancy deposit scheme legislation, set out in the Housing Act 2004, and in accordance with regulations made both under the Act and by the relevant scheme operator

The complainant vacated the property in January 2018 and contacted the landlord to ask about how to get their deposit back. The complainant was not aware of which scheme the deposit was held with and stated that no information had been provided to them. The complainant could not locate their deposit in any of the deposit protection schemes.

7.03 All deposits (or balances on deposits) will be returned to former tenants within 28 days of the end of tenancy or, if the deposit is protected by the Tenancy Deposit Protection Scheme, then in accordance with those requirements. In the event that a deposit is not to be returned within 28 days then the tenant will be sent reasons for that delay, in writing, together with a statement of account providing reasonable details of any and all deductions to the former tenant/s

Mr Warner failed to return the deposit to the complainant within the 28 day timeframe, stipulated within the Unipol Code. Mr Warner sent the complainant details of the deposit deductions once the complainant had raised the amount that had been returned.

Other Matters The Tribunal Took Into Account

Warner Properties confirmed that the property in question was managed by another agent, including the responsibility of protecting and handling all deposits, and this agent could not locate any information regarding the complainant's deposit (and their respective protection IDs) and therefore, could not prove that the deposit had been protected. The deductions made to the complainant's deposit were refunded to the complainant following the complaint.

Decision

The Tribunal upheld the complaint in respect of both 7.01 and 7.03 as there was clear evidence that the deposit had not been returned within the required timeframe and that Warner Properties could not produce any evidence to show the complainant's deposit had been protected. The Tribunal stated that one mitigating factor is not sufficient to outweigh the serious breaches.

Follow Up Action

The Tribunal asked Warner Properties to provide evidence that other tenant's deposits had been protected in their other properties. Warner Properties produced evidence to confirm this of one property however, stated that the complainant's previously tenanted property remains vacant and therefore, do not have any further details to produce.

A warning letter was issued to Warner Properties on recommendation of the Tribunal. The Tribunal wished to emphasise that the way in which the deposit was handled is not acceptable and any future issues regarding the administration of deposits will be fully investigated.