



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/00BG/HTC/2022/0021**

**HMCTS code
(paper, video,
audio)** : **P: PAPERREMOTE**

Property : **25 Ambassador Square, London E14
9UX**

Applicant : **Vivien Albert**

Representative : **N/A**

Respondent : **Rakesh Patel**

Representative : **N/A**

Type of application : **For recovery of all or part of a
prohibited payment or holding deposit:
Tenant Fees Act 2019**

**Tribunal
member(s)** : **Judge Tagliavini**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **7 March 2023**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers which has been consented to/not objected to by the parties. The form of remote hearing was P:PAPERREMOTE as all issues could be determined on paper. The documents that the Tribunal were referred to were sent in piecemeal rather than indexed and paginated bundles, the contents of which have been noted.

The tribunal's summary decision

- (1) The tribunal finds the end of tenancy cleaning costs of £280 are reasonable and payable under the terms of the tenancy and the Tenant Fees Act 2019 and are not a prohibited payment. Therefore, the application is dismissed.**
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The application

1. This is an application made for the recovery of a prohibited payment under sections 15(3) and (5) of the Tenant Fees Act 2019. The subject premises comprise a three-bedroom two bathroom furnished flat including curtains, sofa and covers.

Background

2. The applicant seeks the recovery of the deposit paid at the start of the Assured Shorthold Tenancy made pursuant to a written agreement date 3 September 2021 for a 2 months period between Mr R Patel (the respondent landlord) and Ms Vivien Albert, Ms Nina Krause and Ms Katie Lord (the tenants). At the start of the tenancy a deposit of £2,250 was paid by the tenants. Since the end of the tenancy the sum of £653.33 has been returned by way of cheque to each tenant. This represents each tenant's equal share of £2,250 less their equal share of the sum of £280 (cleaning costs) and £10 (lightbulbs).
3. In this application, only one tenant has made the assertion the withholding of the cost of cleaning amounts to a prohibited payment. None of the other tenants have sought to join this application or sought to dispute this charge. Neither Ms Lord or Ms Krause has made a statement in support or that the applicant acts with their authority in this matter or confirms they too have not 'cashed' their cheques from the respondent.
4. Although the applicant also disputes the use of a cheque as being the appropriate form of payment and complains it was made out to the wrong name, the tribunal has no jurisdiction over these matters, although notes the respondent used the name on the cheque for the applicant in the form used by another tenant i.e. 'Vivi Albert.'

The applicant's case

5. The applicant disputes the withholding the cost of the end of tenancy cleaning costs on the basis they were: (i) unnecessary as the flat was left in a good, spotless condition; (ii) they are unreasonable (iii) no

supporting invoice for these costs has been provided and (iv) the respondent did not use a legitimate cleaning company but rather his own 'in-house' cleaners. In support of these assertions the applicant provided a number of end of tenancy photographs and an electronic message from her mother asserting the cost of a professional clean would be £120. No issue was raised in the application in respect of the £10 deduction for the lightbulbs despite the applicant's submission that the whole of the £2,250 should be returned by way of bank transfer or in the alternative the deposit of £2,250 less £120 for cleaning costs.

6. No issue was raised by the applicant in respect of the £10 deducted for lightbulbs.

The respondent's case

7. The respondent asserts the property was required to be further cleaned at the end of the tenancy as identified in the check-out inventory. The respondent also provided an invoice dated 3rd September 2022 from Destiny Cleaning Services in the sum of £280 in support of the cost of this. No issue has been raised by the applicant in respect of the £10 deducted for lightbulbs.
8. In support of his case, the respondent provided end of tenancy photographs, a certificate showing the holding of the deposit and an inventory check in dated 3rd September 2021 prepared by the respondent's agent Bentley Mathews and an inventory check out dated 1st September 2022 prepared by Ali Rahman. In this latter inventory, which included a large number of photographs, a number of items were identified as requiring further cleaning as some items had been subject heavy usage. This document was not countersigned by any of the tenants.

The tribunal's decision and reasons

9. On the balance of probabilities, the tribunal finds the subject property required further cleaning to a professional standard to return it to the same condition in which it was let (fair wear and tear excepted). The tribunal finds the cost of the cleaning of the subject property to a professional standard is not a prohibited payment for this purpose and is not unreasonable in its amount.
10. Schedule 1 of the Act which sets out the permitted payments states in paragraph 5 of Schedule 1:

A payment of damages for breach of a tenancy agreement or an agreement between a letting agent and a relevant person is a permitted payment.

11. The tenancy agreement signed by the tenants acknowledges a Schedule of Condition and stated the tenants agreed:

To keep the fixtures fittings furniture and effects in their present state of repair condition and cleanliness and (at the Landlord's option) to clean or repair or replace with similar articles of equal value or pay to the Landlord the value of any of the fixtures fittings furniture and effects which may be soiled damaged destroyed or lost during the tenancy fair wear and tear excepted (provided that the Tenants shall not be liable in respect of damage by accidental fire or other risk for which the Landlord is compensated by his insurer).

12. At clause 4.1 of the Tenancy Agreement the landlord was permitted to make deductions from the Deposit as are reasonable and in respect of:

Reasonable compensation if you have broken any of the conditions contained in the tenancy; and

Reasonable cost of making good any damage which is not caused by fair wear and tear.

13. Clause 7.1 requires the tenants to return the subject property to the landlord at the end of the tenancy in 'The same clean state it was when the Agreement started (subject to fair wear and tear).'

14. The tribunal finds the applicant accepted the comprehensive inventory provided at the start of the tenancy and was required to return the subject property in the same state at the end of the tenancy. The tribunal accepts the respondent's evidence as set out in the final inventory that the subject property required further cleaning to a professional standard for any new incoming tenants.

15. The tribunal finds the costs of this clean at £280 for a three-bedroom two bath flat are reasonable and payable by the applicant and joint tenants. The tribunal does not accept the assertion of the applicant's mother that £120 is a reasonable cost, as it is unsupported by any documentary evidence in the form of a comparable quote.

16. In conclusion, the tribunal finds the applicant and her joint tenants failed to leave the subject property in the same clean state in which it was provided and therefore were in breach of their obligations under the terms of the tenancy. The tribunal finds £280 reflects the reasonable cost of remedying this breach and is a permitted payment under the 2019 Act. Therefore, the application is dismissed.

Name: Judge Tagliavini

Dated: 7 March 2023

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).