

How to claim for missing/replacement Items



“ As with every formal dispute, each case is different. Replacement or missing contents can vary vastly and often range from items as small as keys and kitchen utensils to items as large and expensive as mattresses, garden machinery and even antique furniture.

Therefore, when an adjudicator makes a decision over the disputed deposit amount, they have to consider many variables. As in all claims, the outcome will depend on both the evidence provided and the reasonableness of the amount being claimed. ”

Suzy Hershman, Head of Dispute Resolution gives her expert insight into how mydeposits approach claims for missing/replacement items.

The adjudicator will ask these questions when reviewing the dispute evidence:

- Q. Have you any evidence which shows the condition and/or existence of the item at the start of the tenancy?
- Q. Is the evidence independent and impartial?
- Q. Did the tenant sign an inventory or check-in report acknowledging the presence of the item and/or its condition?
- Q. Do you have any invoices or receipts showing the date the item was bought, or in the specific case of an antique, a valuation report?
- Q. Is the amount being claimed reasonable for what is said to be required?
- Q. If the tenant claims the items were stored elsewhere in the property, have you made any attempt to locate them?
- Q. Would it have been appropriate to inform the tenant of any potential costs ahead of time and give him the opportunity to mitigate any potential loss?
- Q. Has the tenant made an effort to make good by repairing or replacing the item, even if not to your satisfaction?

An adjudicator will rely on the evidence submitted so consider the following list as useful for any claim:

Tenancy Agreement:

The tenancy agreement should oblige the tenant to leave the items in the same condition as at the start of the tenancy (allowing for fair wear and tear). The document should also state that the tenant should leave items in the same place as at the start.

Furthermore, the agreement may state that nothing is to be moved or removed from the property without the landlord's consent and will make the tenant responsible for reasonable costs to replace the item which is damaged beyond fair wear and tear, or found missing at the end of the tenancy.

Check-in and check-out reports:

DO NOT RELY ON BLANKET CLAUSES e.g. 'where there is no detail provided, it will be deemed to be in a good condition...'

Make sure you have both an inventory and schedule of condition at the start of the tenancy. An inventory may just be a list of items and is generally not sufficient on its own as it would only show that an item exists on check-in.

A schedule of condition should detail the exact condition of the items at the start of the tenancy which can be compared to the condition noted in the check-out report at the end.

Where possible, have photographic images embedded in the check-in report. This will verify the date that they were taken and show the extent of any existing wear and tear at the start and should allow for comparison in the check-out report.

Again, wherever possible, use an independent and impartial Inventory company and again, where possible use the same inventory company for both check-in and check-out reports. It is also best practice for the tenant to be present at the check-in and check-out inspections.

Photographs should be:

- ✓ Ideally embedded into the check-in inventory/report and check-out report.
- ✓ Digitally dated and particularly for the quality and clarity of damage, in colour.
- ✓ Clear and precise, of good resolution.
- ✓ Referenced to the relevant item in the property.

Estimates and invoices:

- ✓ Do you have invoices for both the start of the tenancy, including purchase date, and invoices at the end of the tenancy for any replacements? If so, they should both be provided as evidence.
- ✓ Has the tenant made some effort to repair or replace the items missing or damaged? This would be evident from the check-out report which is why an independent report and/or the tenant's presence and signature are valuable. Can the tenant provide evidence of these invoices?
- ✓ Estimates from the start of the term will hold little weight. However estimates at the end of the term are satisfactory if there has been little time to have organised the replacement of items.
- ✓ Invoices are of more value than estimates, however they will still be persuasive as evidence.

Emails and letters:

Has there been correspondence between the landlord/agent and tenant in relation to the issues in dispute in which:

- ✓ The tenant has informed the landlord/agent of the damage or excessive deterioration as and when it occurred e.g. storm damage to fencing and sheds.
- ✓ The tenant makes any admission or offer of compensation for the deterioration.

Finally, what, if any, was the response from the landlord/agent?