

ADJUDICATION CASE STUDY

Rubbish removal



We offer an independent and impartial resolution service for landlords, agents and tenants who are unable to agree on how to distribute the deposit when the tenancy ends.

We look at a recent case and break it down. Our Head of Dispute Resolution, Suzy Hershman, helps you to understand our approach which in this case looks at removing rubbish.

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Deposit amount: £680

Amount in dispute: £130

What happened?

The tenant said: She did not empty the outside bins before leaving as the council collected the rubbish weekly, and this would have been a couple of days after the end of the tenancy. She was not aware the bins had to be emptied before leaving

Due to moving out, there were a few extra bags of rubbish left next to the bins that would not fit inside but she thought the council would take these when they collected the other rubbish

The agent responded:

- All tenants are expected to leave the bins empty at the end of their tenancy so that they are ready to use by the next tenant
- The landlord had to get the bins emptied and the additional rubbish removed which he organised on the day of checkout and has incurred costs for this

What evidence was provided?

Tenancy agreement, check-in report, check-out report, invoice

What was decided and why?

- ✔ The tenancy agreement clause said that the tenant must leave all rubbish 'in the proper receptacles provided and ensure it's regularly collected by the local authority'. The adjudicator found that the tenant had acted reasonably and in line with their responsibilities, by leaving the rubbish in the bins. Without evidence that the council would not collect the rubbish, the adjudicator made no award for emptying the contents of the bins
- ✔ However, it is generally accepted that councils will not take any extra bags or loose rubbish and therefore on balance, the landlord would have needed to arrange their removal
- ✔ The invoice for £130.00 was to remove and dispose of rubbish from two wheelie bins plus three large bags. As the invoice was inclusive of both jobs, the adjudicator found it fair to award £60.00 for removing the three bags of rubbish.

Decision: Tenant £70, Landlord £60

How can you avoid this happening in future?

- ✔ Always refer back to the tenancy agreement to see what was agreed at the start of the tenancy on the issue in dispute; it would be unreasonable to expect a tenant to leave the bins empty, when they will be emptied by the weekly collection
- ✔ Allow time for the council to collect any rubbish in the bins on the usual collection day to avoid any unnecessary costs
- ✔ Where the council will not collect the rubbish for any reason, evidence is required to show this was the case and that it was necessary because of the tenant's actions
- ✔ Make sure you clearly set out what you require of a tenant at the end of the tenancy so there can be no confusion; a good 'end of tenancy guide' for your tenants of the do's and don'ts is always a plus. Ours is available [here](#).

Note: All ADR services recognise that dispute cases vary, therefore the outcome will depend on the interpretation of the evidence presented.

Authorised by:



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