



Be the adjudicator!

Take a seat at the adjudicator's desk and have a go at resolving a dispute!

Click on the start button and follow the case through to the verdict.





CASE NOTES
➤ **CLAIM**
Tenant owes one month rent for 5
October to 4 November.



The claim

- The landlord was claiming rent arrears of one month (£1,275) for the period of 5 October - 4 November 2014.





CASE NOTES
➤ **CLAIM**
Tenant owes one month rent for 5
October to 4 November.
➤ **DISPUTE**

The dispute

- The tenant disputed the claim, stating they were not required to pay rent from 5 October 2014.





CASE NOTES

> CLAIM

Tenant owes one month rent for 5 October to 4 November.

> DISPUTE

Tenant says final month in property was allowed rent-free.



THE TENANT'S STATEMENT:

"My fixed-term tenancy agreement was due to end on 4 October 2014, but I asked my letting agent if I could stay for an extra one month and one day to leave on 5 November. My letting agent replied by email saying: 'Great news, your landlord has agreed to let you stay at the property until 5 November 2014 and will not be charging you the additional days rent.'

"I later learned that my new property would be ready early, so I left on 4 October 2014 instead."



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CASE NOTES

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Agent says this was an error in communication which was quickly corrected. Checkout and keys returned on 5 November.



THE LETTING AGENT'S STATEMENT:

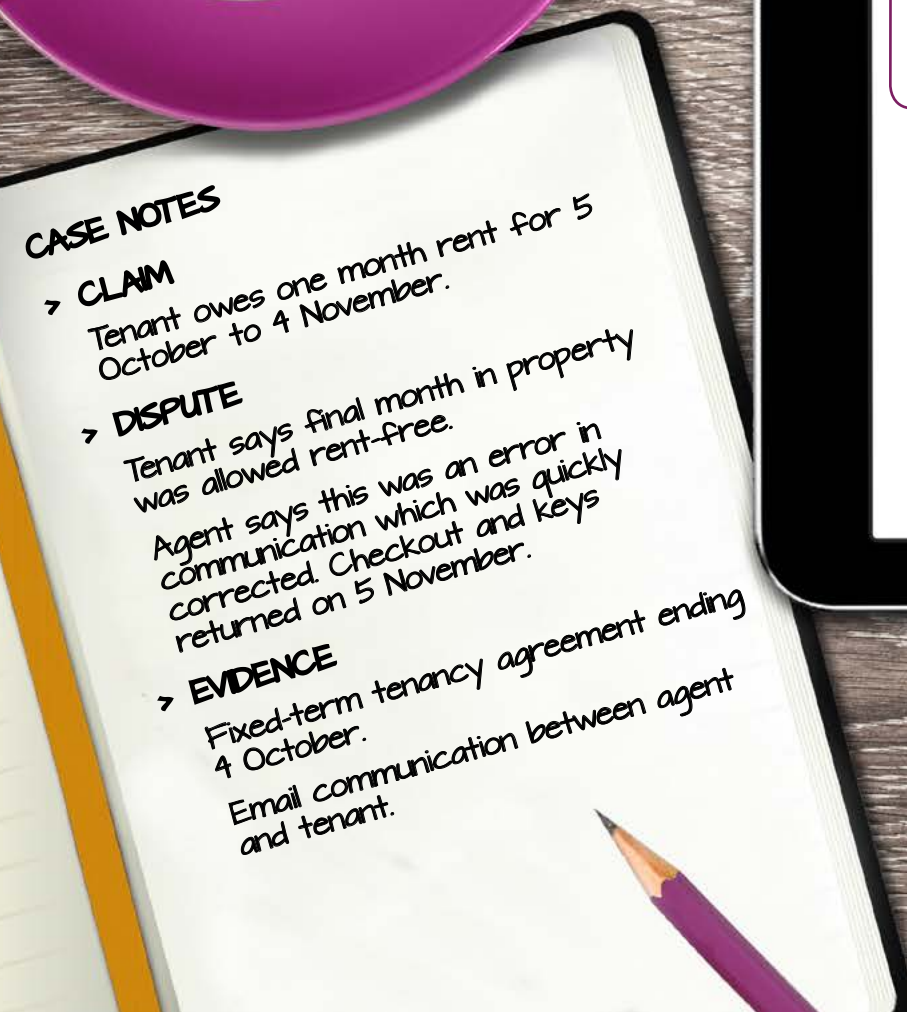
"After we'd emailed the tenant about their request, we received a reply stating: 'I am in TOTAL shock at how nice the landlord is to allow me to stay here for a whole month rent-free.' We immediately called the tenant to clarify that this was not the case; explaining that the landlord was only offering the additional day of 5 November rent-free. We followed the call with an email confirming this.

"In line with the tenant's original request, the check-out appointment took place on 5 November. The tenant didn't return the keys to us until after this appointment."



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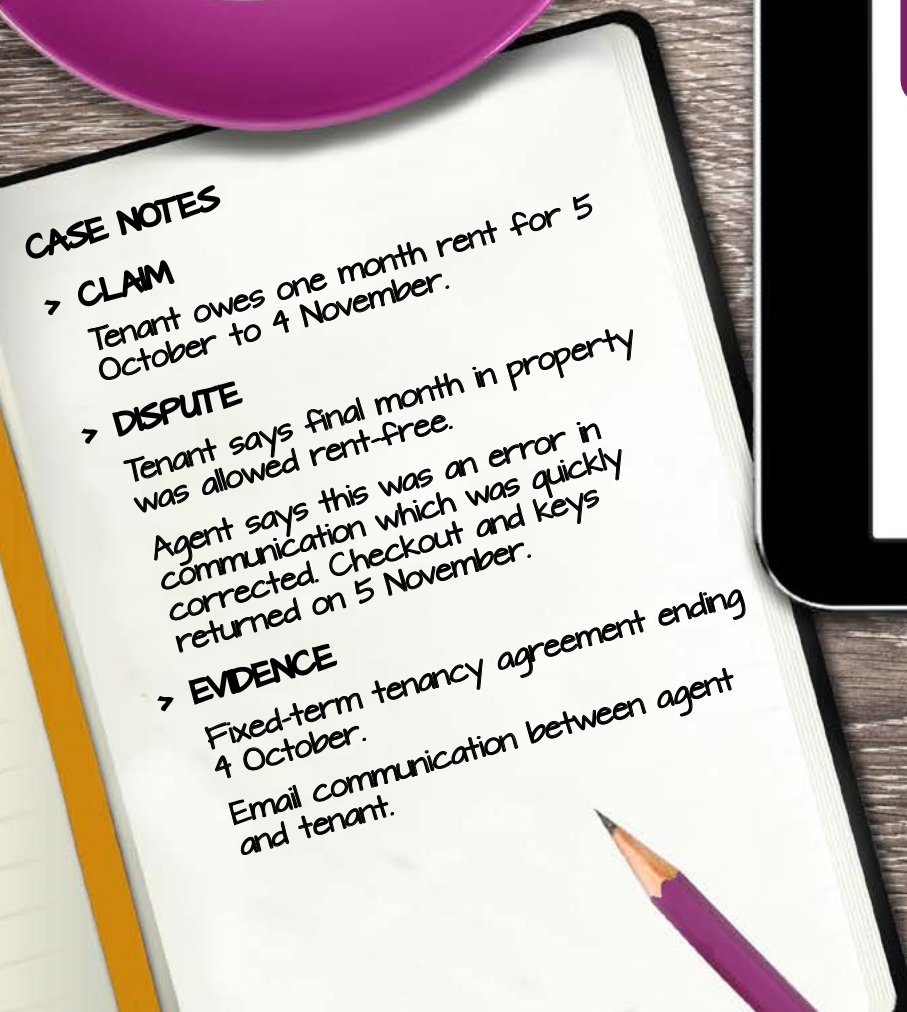
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Key evidence

- The tenancy agreement: fixed-term from 5 October 2013 for 12 months.
- Email from the agent to the tenant dated 19 September 2014, sent after the tenant requested to keep the property until 5 November:
"Great news, your landlord has agreed to let you stay at the property until 5 November 2014 and will not be charging you the additional days rent."







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> EVIDENCE

Fixed-term tenancy agreement ending 4 October.

Email communication between agent and tenant.



In this scenario, who would you award to?



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HOW WAS THIS DECISION REACHED?

The fixed-term tenancy was due to end on 4 October 2014. Whilst the tenant indicated that they had moved out before that date, they did not return the keys until after 5 November 2014 and they had previously told the agent that they would stay in the property after the fixed-term tenancy had ended.





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Having identified whose claim was correct...

...how much would you award?



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HOW WAS THIS DECISION REACHED?

The tenant attempted to interpret a grammatical error in the agent's email to mean that they could stay in the property for the final month rent-free. The agent had written that the landlord "... will not be charging you the additional **days** rent", whereas it should have read "... will not be charging you the additional **day's** rent". It was clear however that the agent had not intended this, and had clarified that the additional "days rent" was to be in respect of 5 November only.

The correct award is for the landlord to receive one month's rent only, the agent having confirmed that the extra day's tenancy on 5 November would not be charged.



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IN SUMMARY

This case illustrates the importance of clear communication between landlords, letting agents and tenants.

The tenant was well aware they would be liable to pay rent from 5 October - 4 November 2014 as it was clear that the initial misunderstanding was quickly clarified.

In general, a fixed-term tenancy is just that - it applies for a fixed term. In the event of a short-term adjustment to a fixed-term contract, it's good practice to follow up any verbal agreements with written confirmation so both parties are clear on the terms of the contract adjustment and their obligations. And remember, it's important to carefully proof read any information so confusion doesn't arise that could cause problems in the future!



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