

Adjudication Digest No 2/2015

Meter readings

- **The adjudication digest takes a recent decision by a SafeDeposits adjudicator and sets out the reasons behind it. We hope that you will find these digests informative in understanding how we reach our adjudication decisions.**
- **This document is for guidance only – it is not intended to guarantee when an award will be made.**
- **Each dispute is different and the actual award made will be based on our interpretation of the specific evidence presented to us.**



The aim of these digest reports is to help tenants, landlords and agents better understand how we make our adjudication decisions. The names of the parties involved have been removed and this is only a brief summary of the dispute.

Meter readings

This month's case looks at how an adjudicator approaches claims by a landlord for unpaid utility bills.

Amount of deposit in dispute	£282.63
Award to tenant	£282.63
Award to landlord	£0.00

The landlord claimed £282.63 from the deposit on the basis that the tenant had left unpaid utility bills at the end of the tenancy. In support of the claim, the landlord supplied a copy of a bill found at the property following the tenant's departure showing the amount claimed as unpaid.

The tenant said that the outstanding amount had been disputed with the utility supplier but had now been paid. Having seen the tenant's evidence, the landlord submitted a supplementary statement commenting that the tenant had failed to provide any proof that the outstanding balance had been settled.

The tenancy agreement stated that the tenant was responsible for transferring the utility accounts into their name for the duration of the tenancy. The copy of the bill provided by the landlord was in the tenant's name.

The adjudicator awarded the disputed deposit to the tenant on the basis that there was no evidence of a loss to the landlord. The utility accounts had been transferred into the tenant's name and any question of sums owing was a contractual matter between the tenant and the utility company.

So what are the key points here?

The primary purpose of the deposit is to compensate the landlord for any loss suffered as a result of the tenant's (in)actions. If the landlord is able to establish a direct loss as a consequence of unpaid utility accounts, he will have the basis for a claim.

There are occasions when the tenant might fail to transfer the accounts to their name. In these circumstances, if the liability for payment is with the landlord, the landlord may be successful in claiming from the deposit.

If the bill is in the tenant's name, it is not necessary for the tenant to show that the amount outstanding has been settled. The utility company will need to pursue the matter direct with the tenant.

Tenants sometimes change the type of meter in a property with or without the landlord's consent. If the landlord has given consent for this to happen, they should make clear at the time if they wish the tenant to be responsible for the costs of reinstating the meter at the end of the tenancy. If the meter has been changed without consent, the landlord is entitled to claim for the reasonable costs of reinstating the original type of meter.



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