



**SafeDeposits
Scotland**

Adjudication digest No 02/2016

Plumbing the depths

- **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.**



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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.

Plumbing the depths

In this month's issue of the digest, we look at an adjudicator's approach to claims approach to claims for emptying a septic tank at the end of a tenancy.

Amount of deposit in dispute	£230.00
Award to tenant	£230.00
Award to agent (on behalf of landlord)	£0.00

The landlord claimed for the cost of emptying the septic tank at the end of the tenancy.

The tenancy agreement contained a clause stating that the tenant would be responsible for payment of the utilities and other charges in relation to the property, including the electricity, internet, TV licence, telephone and emptying of the septic tank as required.

The tenant said that there was no evidence that the tank needed emptying at the end of the tenancy and that there had been no issues with the system during the course of their lease. The tenant said that they had only been in the property for 6 months.

The inventory contained very little information about the septic tank other than to mention its existence within the grounds. A comment had been added at check out, for the landlord's information, to the effect that the system should be checked before the new tenants moved in.

The adjudicator noted the requirements of the lease, but concluded that there was no evidence to show that the tank required to be emptied during, or at the end, of the tenancy. As a result, the disputed deposit was returned to the tenant.

So what are the key points here?

Most properties (other than in rural areas) are connected to mains drainage. Where there is a septic tank, its presence and any instructions for use should be made clear to the tenant at the start of the tenancy.

Tenants may be generally aware of the need to pay water and sewerage charges in a main drain connection. They are likely to be less familiar with septic tanks and the fact that sewerage charges are not payable.

Arrangements for the emptying of a septic tank will depend on a number of factors, including the volume of the tank and the number of occupants. Generally speaking a tank should not need to be emptied during a short tenancy, unless there is a problem with it, or it was close to full at the start, or it was a tank with a very low capacity.

If a landlord wishes to make the tenant responsible for the cost of emptying the tank at the end of the tenancy, they should ensure that it has been emptied for the start of the tenancy and retain documentary evidence that this is the case. The lease should also make the tenant's obligation in this respect clear.



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