

# Nathan Nelson V Ian Tape

**My Deposits.co.uk**

Premiere House

1<sup>st</sup> Floor

Elstree Way

Borehamwood

WD6 1JH

14<sup>TH</sup> August 2019

**Re: Claim for rights to the Deposit.**

## Brief Explanation

To whoever it may concern at the **My Deposits** team, my name is Nathan Nelson and I used to be the tenant of 134 Rotherham Road, Dinnington S25 3RH from 28<sup>th</sup> Jan 2019 to 30<sup>th</sup> of July 2019 which is when my tenancy was discontinued as a consequence (I assume) of some damage that was caused by myself to two ceilings and which I might add was swiftly repaired upon request by the Landlord after a general inspection. Other than said damage the property remained in good condition in my opinion (and I assume from their **acquiescence regarding any other potential issues on this occasion and during further visits made by both the agent and the Landlord**) and so it was rather unfortunate (and from my perspective unreasonable and hasty) that my tenancy was terminated, again, especially after the damage was swiftly repaired, and to my understanding, to both the Landlord's and Reeds Rain's satisfaction.

## Defense

My defense pertaining to the Landlord's claim against the **full** deposit (page 13) is this:

- There are no longer any holes in the ceilings. Therefore to claim money for issues that no longer exist seems not only redundant, but somewhat offensive! Also, as attested to on page 6 and 11, an email was sent by myself to Reeds Rains as an act of good faith, asking them to confirm whether the repairs to the ceilings were to their satisfaction, and if there was anything else I could do to achieve satisfaction. They failed to respond both times, clearly conveying bad faith.
- The Landlord has stated that the carpet has an odour issue for which he is claiming money for re-carpeting. In addition to failing to in **any way** describe this odour (page 15), notice how the Landlord has not specified any other form of **Physical** damage. This is because the carpet **prior**

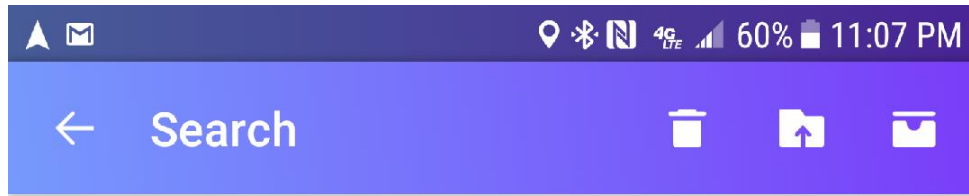
## Nathan Nelson V Ian Tape

to me moving in was already subjected to sufficient wear and tear. So much so that we (myself, Reed Rains and the Landlord) were already under negotiations (**at my request**) pertaining to re-carpeting. But, according to one of the agents, after seeing the damage caused to his ceilings, he had stated that he would only continue negotiation once this damage had been repaired, after which we would discuss what percentage he was willing to contribute towards me re-carpeting for him, and 'off my own back', as an upgrade of the carpet was my primary concern or condition in response to **his** request to extend my tenancy (which the Landlord had suggested only 3 months into the tenancy during a private meeting between me and him, when the Landlord had visited the property unannounced). To my understanding there are no grounds for this claim, especially as my tenancy had subsequently become terminated **prior** to any agreement. But as a **good will gesture** and a sign of good faith, I had offered to pay for his carpets to be cleaned (page 18), despite the fact that I don't believe there is even any/sufficient odour present in the first place! I simply see this scenario as an opportunity for the Landlord to exploit a tenant!

- In regards to the accusation of the locks being changed, I have asked for evidence showing this to be a fact and have still not yet received any! And based on the previous accusations, I am not prepared to discuss this particular matter any further until **sufficient** evidence is provided.
- Page 18 is evidence that was given to Reeds Rains and hence the Landlord as a response regarding my defense against the Landlords accusations and to my understanding, rather **unreasonable** claims.

### Supporting Evidence

Below is a chronological account showing the events of the last several months from May 3<sup>rd</sup> 2019 to August 29<sup>th</sup> 2019 in terms of conversation by email between myself and Reed Rains regarding the inspection, the termination of tenancy, property condition and hence the negotiation of the security deposit.



**[Action ID: 2211616] ROUTINE VISIT UPDATE  
REPORT - 134 Rotherham Road, Dinnington,  
Sheffield, S25 3RH**



generalenquiries@reedsrains.co.uk

Me

May 3, 11:55 AM



Image

Dear Mr Nelson

**Re: 134, Rotherham Road, Dinnington, Sheffield, S25 3RH**

Following the Routine Visit on 29/04/2019, the Dinnington branch noted that there are areas within the property that may require some attention regarding the maintenance issue(s) below:

Holes in the ceilings of bedroom 2 and 3

Replace mirror in the en suite

Your maintenance coordinator will be contacting your Landlord to obtain their instruction regarding these works and will be in touch with you again shortly.

If you have any further questions, please do not hesitate to contact your property manager on 0330 0419785 and select option 2.

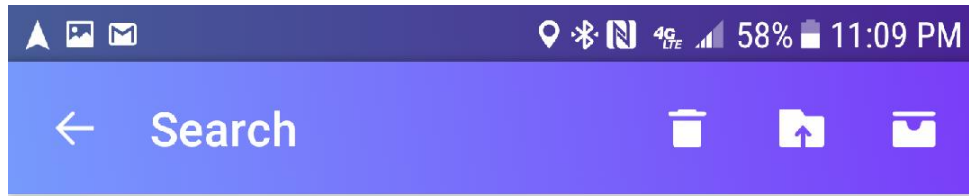
Yours sincerely

Josie Myers  
Property Manager  
for **Reeds Rains**

Image

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To read our Privacy Notice please [click here](#)



134 Rotherham Road, Dinnington, Sheffield, S25 3RH ★



Reeds Rains Lettings Terminations

Me & Reeds Rains Dinnington

May 24, 12:47 PM

📎 5 attachments

Dear Mr Nelson,

Your landlord has contacted Reeds Rains to advise that they will be serving you with notice shortly due to them requiring possession of the property back. Notice will be served to you in due course and we will confirm the date you will be required to vacate the property on.

Should you require assistance with finding alternative accommodation then please feel free to contact a Reeds Rains branch who will be happy to assist you as best they can.

Please find attached a government leaflet containing information on how to rent. You can also access a version with click through links from the government website at: <https://www.gov.uk/government/publications/how-to-rent>

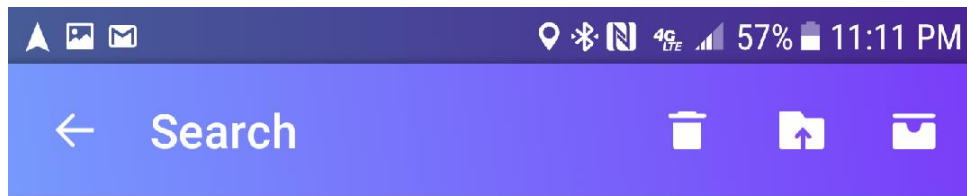
Kind Regards

**Lauren Young** | Terminations Coordinator  
DL: 0330 041 9785  
[RRLettingsTerminations@reedsrains.co.uk](mailto:RRLettingsTerminations@reedsrains.co.uk)



Have we given great service? Please review your experience online:

[Google](#) | [AllAgents](#) | [TrustPilot](#)



134 Rotherham Road, Dinnington, Sheffield, S25 3RH ★



Reeds Rains Lettings Terminations

Me

May 28, 10:31 AM

📎 2 attachments

Dear Mr Nelson,

Your landlord has instructed Reeds Rains to serve you notice to vacate the property as they require possession. We have therefore terminated the tenancy and your last day at the property will be the 30/07/19.

Please be aware that as your tenancy ends on the 30/07/19 all keys to the property must be returned to the local branch on this date. If you are not able to return the keys to the local branch within normal branch opening hours please contact the branch to discuss alternative arrangements to return the keys on the end of lease date.

Letters including the section 21 notice will be sent to you which I have also attached a copy of to this email. I have also attached a copy of the Guidance Notes for Tenants, which will help with the check out procedures. Please read them and take the appropriate action to ensure a speedy check out.

Should you wish to vacate the property earlier then you would still be required to give notice in accordance with your tenancy agreement. Please contact us should you wish to give your notice on the property.

There will be a check out inspection arranged on the property once the tenancy comes to an end and we will contact you to advise of the time and date of the Check Out inspection should you wish to attend. There is a fee of £120.00 (£100.00 + VAT) for this service which is detailed in your signed fee declaration form. Please note that we would need you to make payment for this fee before the inspection can be carried out.

If you would like to make this payment by 'bacs' bank transfer our bank details are as follows.

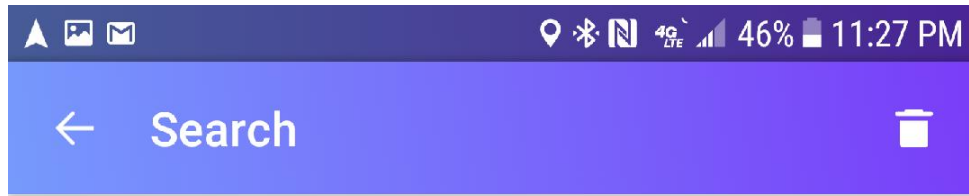
Barclays

Sort code - 20 99 15

Account Number - 7086 4005

Please use **NEL096T1** as the payment reference.

Please advise by reply email if you choose to make the payment by bank transfer so that our accounts department will be aware and allocate the payment correctly.



**Re: 134 Rotherham Road, Dinnington, Sheffield, S25 3RH** ★



Me

[RRLettingsTerminations@reedsrains.co.uk](mailto:RRLettingsTerminations@reedsrains.co.uk)

May 28, 12:04 PM

📎 1 attachment

I understand and will be making arrangements accordingly, I will arrange for the payment to be sent to you concerning the inspection fee and I believe I will be leaving at the time specified 30th of July. Thank you for letting me know. By the way, are you satisfied with the ceiling repair or is there anything further you would like me to do regarding its repair, let me know ASAP please?

[Sent from Yahoo Mail on Android](#)

On Tue, May 28, 2019 at 10:31 AM, Reeds Rains Lettings Terminations <[RRLettingsTerminations@reedsrains.co.uk](mailto:RRLettingsTerminations@reedsrains.co.uk)> wrote:

I

Dear Mr Nelson,

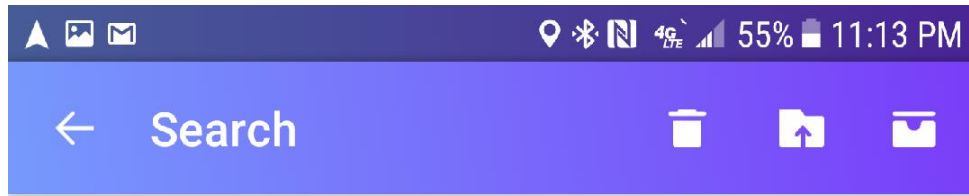
Your landlord has instructed Reeds Rains to serve you notice to vacate the property as they require possession. We have therefore terminated the tenancy and your last day at the property will be the 30/07/19.

Please be aware that as your tenancy ends on the 30/07/19 all keys to the property must be returned to the local branch on this date. If you are not able to return the keys to the local branch within normal branch opening hours please contact the branch to discuss alternative arrangements to return the keys on the end of lease date.

Letters including the section 21 notice will be sent to you which I have also attached a copy of to this email. I have also attached a copy of the Guidance Notes for Tenants, which will help with the check out procedures. Please read them and take the appropriate action to ensure a speedy check out.

Should you wish to vacate the property earlier then you would still be required to give notice in accordance with your tenancy agreement. Please contact us should you wish to give your notice on the property.

There will be a check out inspection arranged on the property once the tenancy comes to an end and we will contact you to advise of the time and date of the Check Out Inspection should you wish to attend. There is a fee of £120.00 (£100.00 + VAT) for this service which is detailed in your signed fee declaration form. Please note that we would need you to make payment for this fee before the inspection can be carried out.



**[Action ID: 2319987] CHECK OUT - 134 Rotherham Road, Dinnington, Sheffield, S25 3RH**

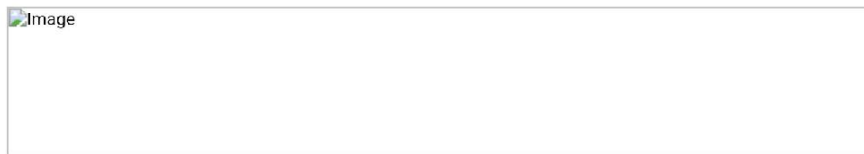


RRLettingsTerminations@reedsrains.co.uk



Me

Jun 24, 2:30 PM



Dear Mr Nelson

**Re: 134, Rotherham Road, Dinnington, Sheffield, S25 3RH**

This e-mail is to confirm a checkout inspection will be going ahead on the above property on 31/7/19. The keys will be collected from the local branch at 9:00 and then the clerk will go to the property to carry out the inspection therefore please allow the clerk time to arrive.

If you would like to attend please confirm to us that you will be in attendance and meet the clerk at the property for the confirmed appointment. If you do not advise us you are intending to attend the checkout inspection the appointment date and time may change and you may not be notified.

All keys must be handed back to your local branch on your End of Lease date which is the 30/7/19. Any problems with doing so will need to be discussed with your local branch.

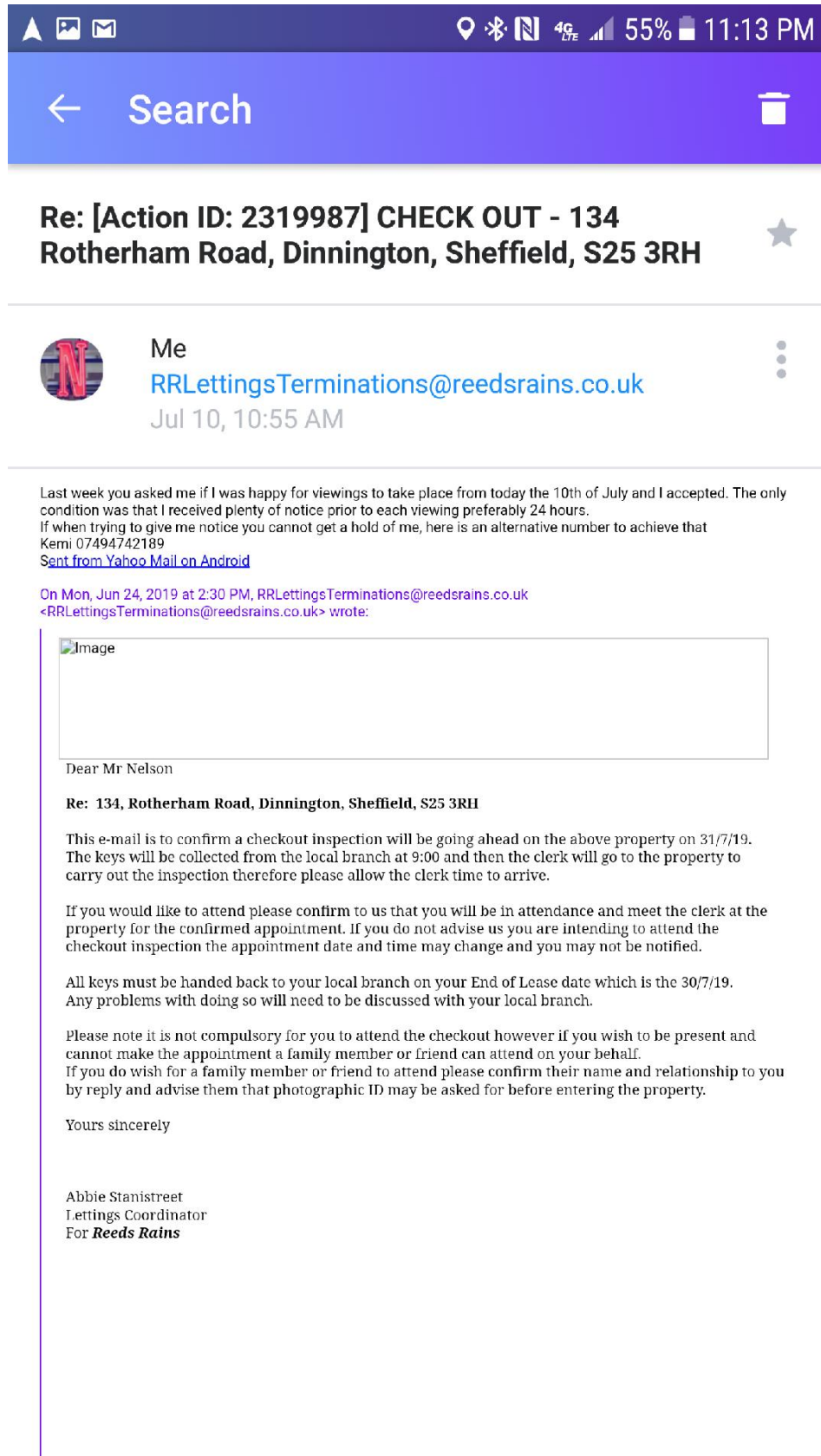
Please note it is not compulsory for you to attend the checkout however if you wish to be present and cannot make the appointment a family member or friend can attend on your behalf. If you do wish for a family member or friend to attend please confirm their name and relationship to you by reply and advise them that photographic ID may be asked for before entering the property.

Yours sincerely

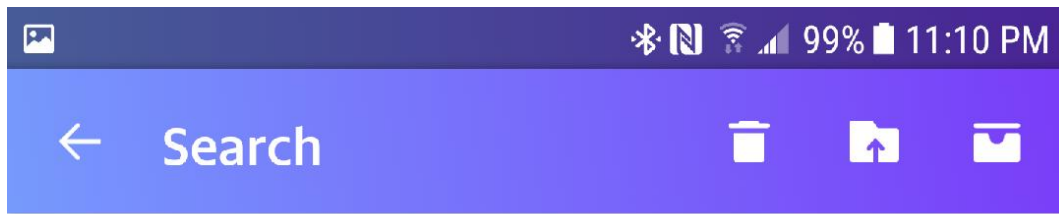
Abbie Stanistreet  
Lettings Coordinator  
For **Reeds Rains**











**Automatic reply: [Action ID: 2319987] CHECK OUT  
- 134 Rotherham Road, Dinnington, Sheffield, S25  
3RH**



Reeds Rains Lettings Terminations

Me

Jul 10, 10:55 AM



Thank you for your email. We will be in contact with you shortly.

Your Move Terminations Department  
DL: 03300 419 785

Reeds Rains Lettings Terminations <RRLettingsTerminations@reedsrains.co.uk>

Your Move Office:  
Floor 2 Charlotte Place Southampton Hampshire SO14 0TB

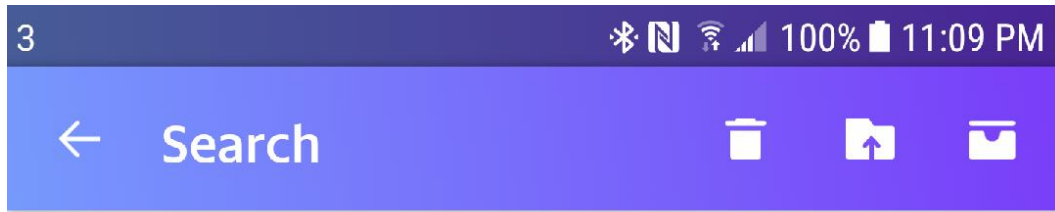
In support of our environment please think before you print this email



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**Re: [Action ID: 2319987] CHECK OUT - 134**  
**Rotherham Road, Dinnington, Sheffield, S25 3RH**



Reeds Rains Lettings Terminations

Me

Jul 10, 4:42 PM



Dear Mr Nelson,

Thank you for this.

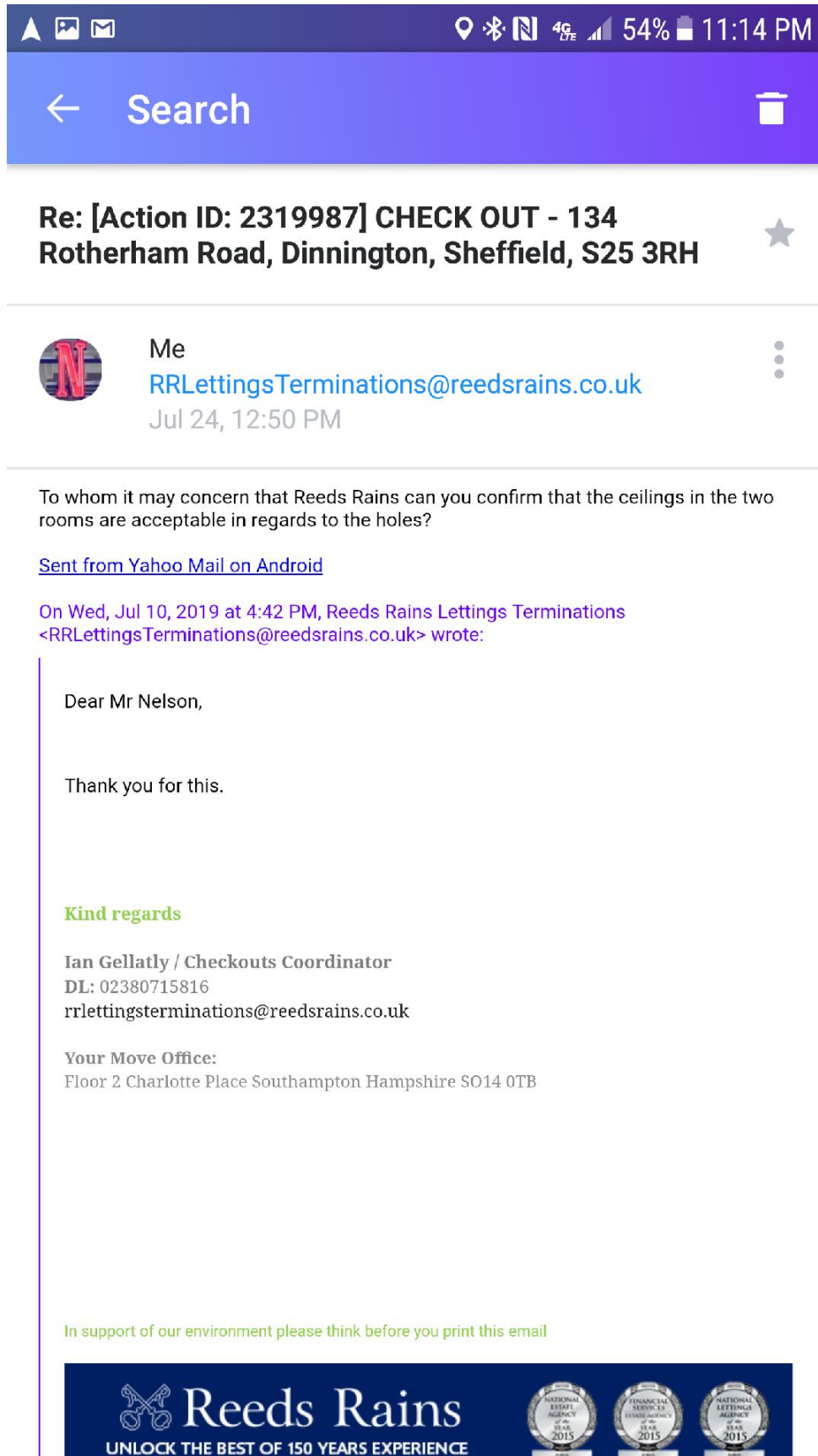
**Kind regards**

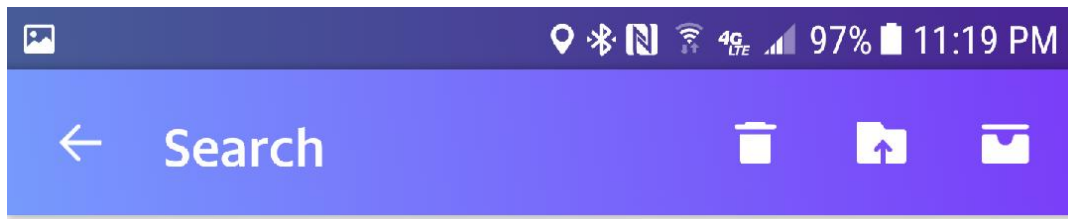
**Ian Gellatly / Checkouts Coordinator**  
**DL: 02380715816**  
**rrlettingsterminations@reedsrains.co.uk**

**Your Move Office:**  
Floor 2 Charlotte Place Southampton Hampshire SO14 0TB

In support of our environment please think before you print this email







**[Action ID: 2411391] CHECK OUT SUMMARY - 134  
Rotherham Road, Dinnington, Sheffield, S25 3RH**



movingout@reedsrains.co.uk



Me

Aug 5, 12:05 PM

2 attachments

Image

Dear Mr Nelson

**Re: 134, Rotherham Road, Dinnington, Sheffield, S25 3RH**

Please find attached documents for your attention.

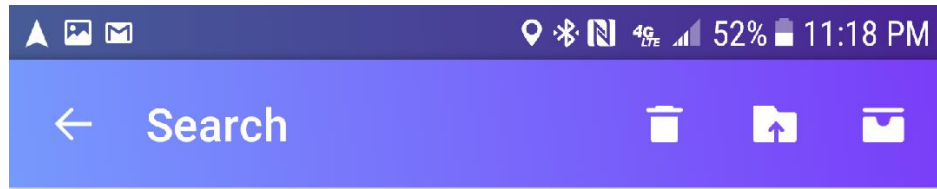
Please find attached a copy of the Checkout Report recently completed on the above property. I have also attached a copy of the Tenant End of Lease Letter and Tenant Security Deposit Consent Form for your signing.

Please be advised that we are unable to release the Security Deposit until we are in receipt of the Landlords full written confirmation to release the Security Deposit or an agreement has been reached regarding any proposed deductions. You will of course be notified as soon as I am in receipt of this information.

The property is on a Fully Managed service with us. This means that we hold the security deposit and liaise with you directly in regards to any deductions that the Landlord is looking to make. In order to release the security deposit we require a written agreement from you agreeing to the deductions.

Yours sincerely

Amy Sturrock  
Property Manager  
For **Reeds Rains**



[Action ID: 2414510] Email - 134 Rotherham Road,  
Dinnington, Sheffield, S25 3RH



movingout@reedsrains.co.uk

Me

Aug 6, 12:25 PM



Image

Dear Mr Nelson

**Re: 134, Rotherham Road, Dinnington, Sheffield, S25 3RH**

I am contacting you with regards to the security deposit for the above-mentioned property.

The Landlord has advised he is seeking to claim your full security deposit for the following:

- Holes in ceiling (£435)
- Re-carpeting because of smells (£900)
- Clean (£TBC)
- Locksmith as the locks were changed for the back door by yourself (£145)

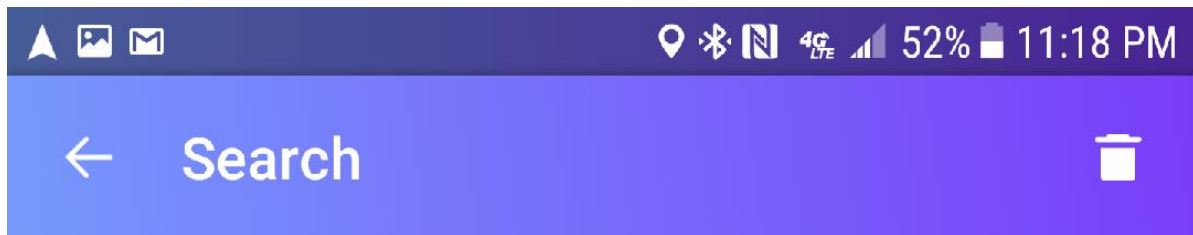
Please can you advise if you are in agreement with these claims?

I look forward to hearing from you.

Yours sincerely

Amy Sturrock  
Property Manager  
For **Reeds Rains**

Image



**Re: [Action ID: 2414510] Email - 134 Rotherham Road, Dinnington, Sheffield, S25 3RH**



Me

[movingout@reedsrains.co.uk](mailto:movingout@reedsrains.co.uk)

Aug 7, 12:52 PM

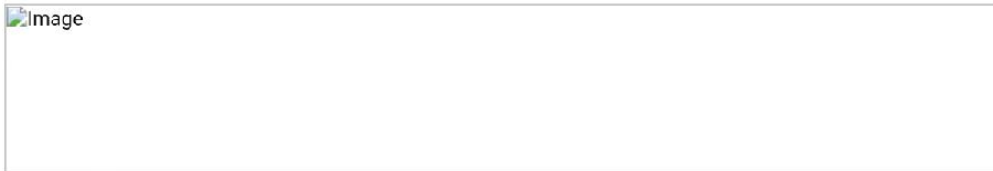


Dear Amy, In regards to the Landlords request, could he/you specify which carpet (room) and elaborate on the type of smell he is referring to as I cannot ascertain what he means comparative to the pre-existing smell of used carpet mentioned by your check-in agent. And is this perspective shared by the agent attending the check-out inspection?

Once I have received a reply I will respond accordingly in regards to all four listed issues as to my position and recommended course of action. Thank you.

On Tuesday, 6 August 2019, 12:25:07 BST, movingout@reedsrains.co.uk <movingout@reedsrains.co.uk> wrote:

 Image



Dear Mr Nelson

**Re: 134, Rotherham Road, Dinnington, Sheffield, S25 3RH**

I am contacting you with regards to the security deposit for the above-mentioned property.

The Landlord has advised he is seeking to claim your full security deposit for the following:

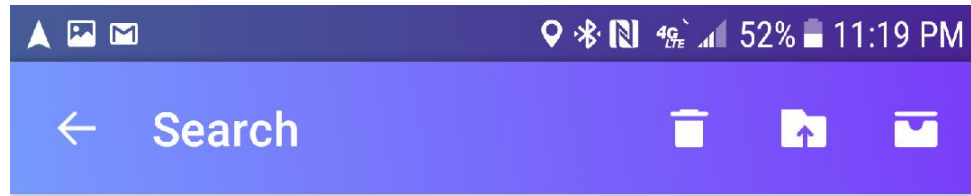
- Holes in ceiling (£435)
- Re-carpeting because of smells (£900)
- Clean (£TBC)
- Locksmith as the locks were changed for the back door by yourself (£145)

Please can you advise if you are in agreement with these claims?

I look forward to hearing from you.

Yours sincerely

Amy Sturrock  
Property Manager  
For **Reeds Rains**



[Action ID: 2421409] Email - 134 Rotherham Road,  
Dinnington, Sheffield, S25 3RH



movingout@reedsrains.co.uk



Me

Aug 8, 2:40 PM

Image

Dear Mr Nelson

**Re: 134, Rotherham Road, Dinnington, Sheffield, S25 3RH**

Thank you for your email.

I have looked through your inventory report for the beginning of your tenancy, and there is no mention of there being any odour present when you moved into the property. I can send this report to you should you wish to see it.

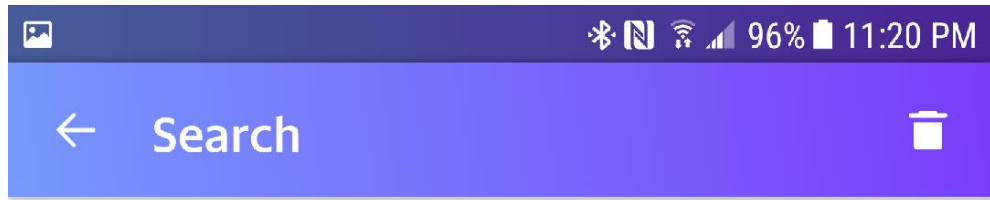
The checkout report does not state which room the odour is present in, and states it is throughout the household. It also does not describe what type of odour this is.

I look forward to hearing from you.

Yours sincerely

Amy Sturrock  
Property Manager  
For **Reeds Rains**





**Re: [Action ID: 2421409] Email - 134 Rotherham Road, Dinnington, Sheffield, S25 3RH**



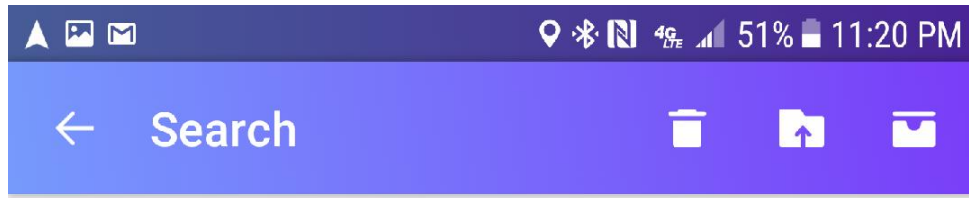
Me  
[movingout@reedsrains.co.uk](mailto:movingout@reedsrains.co.uk)  
Aug 8, 4:26 PM



Dear Amy, can you send me a full copy of the check-in report with all associated details please. Thank you.

Show more





[Action ID: 2425338] Email - 134 Rotherham Road, Dinnington, Sheffield, S25 3RH 



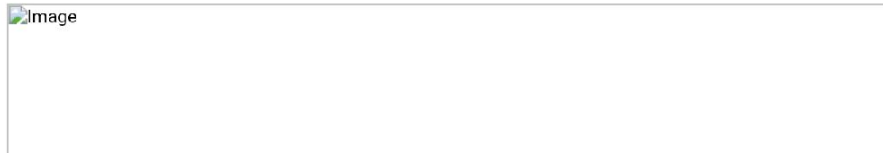
movingout@reedsrains.co.uk



Me

Aug 9, 4:50 PM

 1 attachment



Dear Mr Nelson

**Re: 134, Rotherham Road, Dinnington, Sheffield, S25 3RH**

Thank you for your email.

Please find attached, the original check-in inventory.

I hope this information has been helpful.

Yours sincerely

Amy Sturrock  
Property Manager  
For **Reeds Rains**



← Search



**Re: [Action ID: 2425338] Email - 134 Rotherham Road, Dinnington, Sheffield, S25 3RH**



Me

[movingout@reedsrains.co.uk](mailto:movingout@reedsrains.co.uk)

Aug 13, 8:37 PM



Re: The 6 month tenancy at 134 Rotherham Road S25 3RH

Dear Amy, based on the information you have recently provided, the legal council I have had the privilege of receiving and my own experience of the condition in going above and beyond to leave the property in a BETTER condition than it was given to me, I will have to decline the Landlords requests to what I refer to as an excessive and unreasonable petition, based on;

1) - The holes in the ceiling are non-existent, after one of your agents apparently under the instruction of the Landlord compelled me to immediately make repairs in regards to said ceilings. The agent (Georgina) also implied that in order for MY prior request (for an upgrade of the worn and outdated carpet) to be considered, the repairs to the ceilings must FIRST take place to a satisfactory standard. Once the repairs were completed and within the agreed timeframe, the agent revisited in order to confirm to the Landlord that the repairs had indeed taken place. As I was not available to attend this revisit, and the agent did not make an effort to contact me in regards to the satisfaction of the work, I took it upon myself to contact the agent to confirm this (successfully). But in order to prevent THIS very situation from occurring especially after receiving a termination notice, I sent 2 emails to Reeds Rains specifically asking if the repairs were to their satisfaction, and if not, what further action would they like me to take as a sign of good faith. To this day I have still not had a reply to those emails.

2) - Based on the condition of the carpet, my prior request to have it upgraded halfway through my tenancy, and after the Landlord had visited the property a couple of times and had personally made it clear that he was seeking to have my tenancy extended as he wanted the property to be continually let for at least 10 years for his young son's benefit, in addition to the effort I personally made to leave his property in a better condition to how I had received it, I will not be conceding to his desire to have his property refurbished, as this is something he should have completed before initially putting it on the market, as I do understand it must be difficult to rent a property with bright blue carpet throughout, especially in said condition. However, as a good will gesture I do agree to have the carpets professionally cleaned, at a reasonable rate.

3) - Again, I put a lot of effort into leaving the place clean and tidy but it wasn't perfect.... similar to how it was left to me. So as a sign of good faith I will concede to pay for the cooker to be cleaned, again, at a reasonable rate.

4) - I am not aware of the locks being changed. If you have any evidence to the contrary, please disclose this as soon as possible for my consideration. But I will say that BOTH the back door locks require attention as they are pretty stiff and hence difficult to use, as witnessed by your viewing agent who couldn't even get into the property until I assisted. On that basis I decline on that particular issue until further notice.

If my overall offer is declined by the Landlord then I will be willing to take this further and this information plus the emails along with any other evidence will be used as evidence for the consideration of the Dispute Service or ultimately, court proceedings.

Thank you.

Nathan Nelson

On Friday, 9 August 2019, 16:50:57 BST, <movingout@reedsrains.co.uk> wrote:

Image

Dear Mr Nelson

**Re: 134, Rotherham Road, Dinnington, Sheffield, S25 3RH**

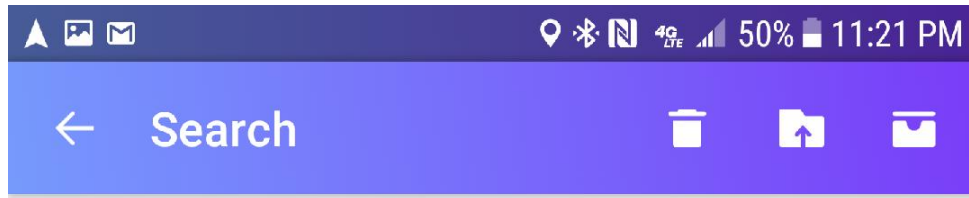
Thank you for your email.

Please find attached, the original check-in inventory.

I hope this information has been helpful.

Yours sincerely

Amy Sturrock  
Property Manager



**[Action ID: 2440482] Email - 134 Rotherham Road,  
Dinnington, Sheffield, S25 3RH** ★



movingout@reedsrains.co.uk



Me

Aug 16, 11:10 AM

 Image

Dear Mr Nelson

**Re: 134, Rotherham Road, Dinnington, Sheffield, S25 3RH**

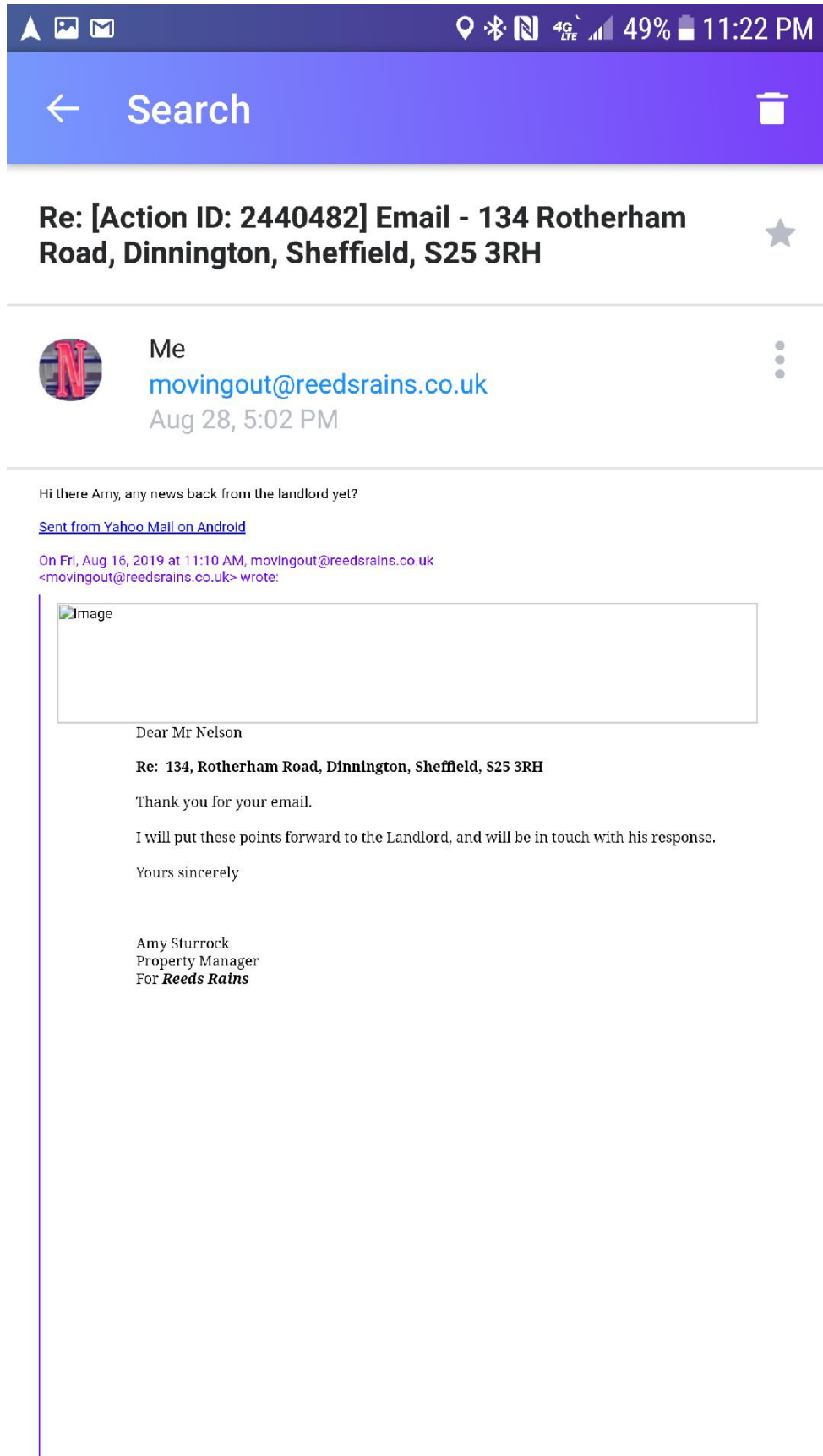
Thank you for your email.

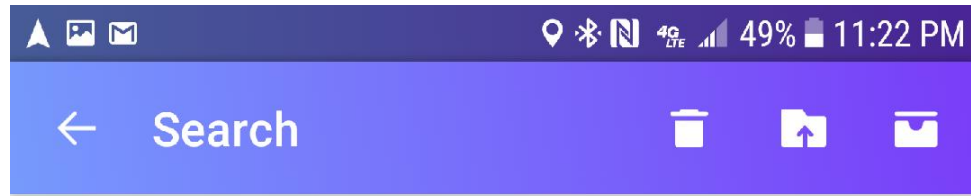
I will put these points forward to the Landlord, and will be in touch with his response.

Yours sincerely

Amy Sturrock  
Property Manager  
For *Reeds Rains*

 Image





[Action ID: 2466110] Email - 134 Rotherham Road,  
Dinnington, Sheffield, S25 3RH



movingout@reedsrains.co.uk

Me

Aug 29, 2:30 PM



Image

Dear Mr Nelson

**Re: 134, Rotherham Road, Dinnington, Sheffield, S25 3RH**

I am contacting you with regards to the security deposit for the above-mentioned property.

The Landlord has advised he is not willing to drop any of the claims.

He feels all claims are justifiable and supported with evidence.

Therefore, in this instance, you will need to raise a dispute with MyDeposits.

To do this please visit <https://disputes.mydeposits.co.uk/tenants/Login.aspx> and enter your certificate number which is DPC04798724.

Please be advised, you only have three calendar months to raise a dispute and the final date to do this is the 30/10/2019. If a dispute has not been raised by this date then I will be In a position to pass the Landlord the security deposit without your consent.

I look forward to hearing from you.

Yours sincerely

Amy Sturrock  
Property Manager  
For **Reeds Rains**

## Conclusion

To my understanding the Landlord has gone beyond reasonable request, and as a result has acted in bad faith. If this is considered to be the case with even one of these accusations/claims, then the Landlord should be made to pay accordingly for wasting the valuable time of all those concerned. Also, let it go on record for future reference and for the security of any other potential tenants.

I hope this helps to present a clear picture regarding this dispute. If there are any further details you require please do not hesitate to ask.

## Additional points of interest

- I believe it would be of relevance to know whether this property is currently or has ever **since** been rented as this would suggest that the re-carpeting issue is not as much of an issue as the Landlord had made it out to be (assuming he has not already had the carpet changed). To only re-carpet because someone else is paying for it is simply not acceptable. And if he has cleaned the carpet so that he could rent the property, then he should be made to disclose any relevant receipts as proof of work done (that is if he can prove **beyond a reasonable doubt** that his claims are indeed genuine).
- Independent opinion would be useful to confirm that there is indeed a 'reasonably strong, distinctive or unpleasant' odour present. If there is, then I agree that the carpet should be cleaned at my expense.
- During the last circa 8 weeks of the tenancy a gate was fitted to the property separating the front garden from the back. This was done **without** prior warning or notification!

I declare that all of the above information disclosed within this document is the truth to the best of my knowledge. For any further information please do not hesitate to contact me at [nathannathannelsonnelson@yahoo.co.uk](mailto:nathannathannelsonnelson@yahoo.co.uk) or by phone 07727739139

Thank you

Nathan Nelson

