

The landlord's got my deposit

Q I have moved out of a rented property and the landlord has not returned my deposit. What can I do?

A A deposit is usually paid to a landlord or agent to secure against things such as rent arrears and damage to property when you have left. Landlords are entitled to withhold deposits if they can show you are in breach of contract of a specific term in a tenancy agreement and they have suffered a loss as a result. The deposit is not intended to be used to pay for anything which has deteriorated due to fair wear and tear.

If the agreement does not specify what would happen in the event of damage to property the landlord can claim the money if he can prove that you were responsible for the damage. They have the option of suing for damages in negligence.

If a landlord retains a deposit unjustifiably, you may be able to sue the landlord, within a 6 year time limit from the date the debt was incurred or last acknowledged in the small claims court (less than £5,000).

You should first write to the landlord and check the reasons given for the retention of the deposit and ask to view copies of any receipts for any work they have said has been undertaken. It is always a good idea to get the landlord or agent to check over the property first when you enter the tenancy and again at the end before you leave and get them to put something in writing to confirm the state the property was left in. Anything that happens afterwards should not be your responsibility.

My flat needs repairs

Q My flat needs some repairs. What are my landlords obligations?

A Section 11 of the Landlord and Tenant Act 1985 sets



SATOSHI KAMBAYASHI

Legal Beagle

Answers to some frequently asked legal questions that members put to the FBU

out the landlord's obligations to carry out basic repairs. It works by implying terms into a tenancy agreement, whether written or verbal. The landlord therefore cannot seek to avoid, nor to contract out of, these obligations.

The landlord's obligations under Section 11 are to keep in repair the structure and exterior of the building or part of a building which is let to the tenant and to keep in repair and proper working order the installations for the supply of water, gas and electricity, and for sanitation, heating and heating water. There are also

responsibilities in respect of gas and electrical safety, fire safety, furnishings, asbestos, refuse and vermin.

The obligation to repair does not arise until the landlord has notice of the disrepair. And given a reasonable time to carry out the repair.

The tenant should make a written description of the disrepair and collect evidence such as photos, expert evidence, medical reports and details of any costs incurred as a result of the disrepair.

If there is an urgent need for repairs, such as the roof is leaking or the ceiling is about to

collapse, the local authority can serve the landlord with a nine days notice. If this is not done, the local authority can do the work then recover its costs from the landlord.

In emergencies, the local authority can also serve a notice on the landlord giving 48 hours for blocked drains and toilets to be unblocked. Again, if the landlord does not do this, the local authority can carry out the work and charge the landlord the costs.

For further advice, see your Local Tenants Relations Officer and Citizens Advice Bureau.

Must I do this jury service?

Q I've been summoned for jury service for the third week of February, but I already have our family holiday arranged for that week. Is there any way I can get out of jury service?

A The jury system is, of course, an important plank of democracy and generally, once called to be a jury member, there is little that can be done to avoid service. In limited circumstances, such as when the service clashes with a pre-booked and pre-paid holiday or with a long-standing medical appointment, you may be able to have your service postponed or "deferred" but not cancelled.

To request a deferral of your service, you need to complete the "deferral and excusal" section of your summons form.

If you are successful in that application, you will be asked to give your available dates for the remainder of the year and your jury service is likely to be deferred to one of those dates. You may only defer jury service once.

You can find out more about jury service at www.juror.cjonline.org

→ Write in with your legal problem to legalbeagle@fbu.org.uk and those of widest relevance to FBU members in the workplace will be selected and answered in future editions. With thanks to Thompsons solicitors.