22 Hayes Avenue, Littleover, Derby

Landlord – Andy Proctor

Tenants on Contract – Hattie Summers and Adam Franklin

Tenant not on Contract but living there – Adam's dad.

Tenancy started on the 14th December 2013 – rent agreed at £475 a month, late payment to incur an extra £5, and rent to increase to £575 a month if Adam does not repair the flat roof on 21 Wilson Ave within two weeks.

Tenants began falling behind in their rent from the second week of tenancy onwards.

They also failed to pay the deposit that we agreed on.

They also moved in Adams father without my permission – the contract and rent book clearly states the agreement is just for Adam and Hatty.

There arrears have been increasing over the past four months, on the 28th March they were still £980 behind in their rent as shown on the rent book.

As they have continously fallen behind on their rent over four months and moved in an extra person, and it has caused so many problems I decided that I will need to evict them and I will sell the house instead.

On the 2nd April I issued them a Section 21 notice, and gave them 8 weeks notice to leave.

This would mean the contract would terminate on 31st May 2014.

When I went to collect the rent book I said to Hattie that I am willing to discuss if they want to talk in person. She said she would talk to Adam but neither of them got back to me.

On 17th March I was sent a letter from Hattie via StepChange debt to say she is in arrears and seeking advise from StepChange Debt Charity. The letter requested that she pays one pound a month until the arrears are cleared, £25 a month in rent, and requested that no further action is taken by me.

I have not responded to that letter or withdrawn the section 21.

When I went to collect the rent book they still have not signed the letter and could not give me a date that they will leave, they have not confirmed that they will leave.

On 28th March Adam sent me a message asking if I will give him a reference for his next property.

On 28th March I visited Hattie to collect the rent book. She said she has been looking for houses and has found a place but has failed the credit check and so needs the reference.

I told her that once they have signed the section 21 letter and confirmed a moving out date, I will give them a reference.

I have also said she needs to make a start clearing the rubbish in the yard – I won't pursue this if it isn't done.

OTHER ISSUES

1. Deposit

I asked for £100 deposit to be paid within four weeks of moving in to the property.

They have signed to agree to this on the tenancy agreement.

The tenancy agreement also shows that £0 has been paid as a deposit.

They have still not paid the £100 deposit that was due within four weeks of moving in.

2. Deposit dispute from the tenant.

The tenant is disputing that he has paid £150 as a deposit. He is claiming that I owe him money from a previous job of £150 and that that money should form the deposit, and that he wants that money back when they leave.

The job he is referring to dates back to before they moved in.

I had employed Adam to retile the kitchen for £450 cash in hand – this was a job he did for me before he moved in.

I paid Adam £300 to retile the kitchen.

Once he had moved in in December, he said that we can forget about the outstanding £150 because he took so long to do it the job.

This agreement was all vocal, there is nothing in writing.

He is now claiming by text message that I owe him £150 for that job.

He is now saying that that £150 is the deposit and that he will want that £150 back.

This was not something I agreed to, so this is not the deposit money – this is a separate job nothing to do with the tenancy agreement that he signed.

2. Electrics in Kitchen

I am concerned that they will use some unsafe electrics in the kitchen against me.

In the kitchen there is a socket that has two screws missing. Has has not said anything to me about this, but I am concerned as I know it is my responsibility to have safe electrics.

4. Adam believed I owe him money for a roofing job.

We had agreed that Adam would fix the roof on my other property and supply the materials for free, this is why I was giving them reduced rent. It is in the agreement that the rent would increase if the roof job was not done.

However, he attempted to fix the roof, but he was breaking health and safety regulations so I had to stop him doing the job as he was doing it unsafely and it turns out that he does not have insurance.

I therefore could not give him that job to do.

Adam says he has spent £300 on materials to fix my roof and he wants me to pay for these materials.

However that was not part of the agreement in the first place, and he voided the agreement on the job by trying to do it unsafely.

Although he has not done that job, I have not put the rent up to £575 as agreed in the tenancy agreement.

I will not pursue the increased rent, but I will also not pay for materials that we had not agreed that I would pay for in the first place.

5. Extra tenant

In the tenancy agreement and in the rent book it clearly states that only two people are allowed to live in the property – Hatty and Adam.

However Adams dad also moved in at some point in March.

He asked if he could stay there and be put on the rent book – I did not get back to him on this as I issued the section 21 instead. The agreement for 2 people only still stands.

OTHER QUESTIONS FOR THE SOLICITOR

1. How do I get the back rent out of the tenants? In the section 21 it says that they must vacate by the 31st May and pay in the arrears in full by that date. What are my options?

It is very unlikely that they will be able to pay in full by that date, but I want them out asap – what is the best way forward? The priority is that they vacate, but I do not want to the write off the arrears.

I am happy for them to vacate before paying the arrears as long as there is a legal agreement where they agree a payment plan to pay off their arrears.

2. How do I keep track of them if they do a runner without paying their debts?

I do not have their previous addresses/references/work information/copies of their ID.

All I have is their car registration plate and one credit from Hattie's bank account to mine.