



### Shared Sunderland – ICOS Case Study

Mrs. Anna (name changed), a Polish national aged 65, approached ICOS seeking assistance with her rental deposit. She had recently vacated a property but had not received her full deposit back. The letting agency cited charges for rubbish removal, carpet cleaning, and painting as reasons for withholding a portion of her deposit. Mrs. Anna stated that she left the accommodation in the same state as it was when she moved in, providing photos from the day she initially moved in.

Upon receiving Mrs. Anna's request for assistance, a Shared Sunderland project worker initiated communication with the letting agency via email. The primary goal was to clarify the circumstances surrounding the deductions from the client's deposit and to ensure that her rights as a tenant were upheld. The project worker specifically inquired about adherence to the tenancy deposit scheme regulations and raised questions about the moving-out inspection that occurred after Mrs. Anna had already vacated the property and was not present. Moreover, the project worker requested the photos from the flat assessment on the day Mrs. Anna moved in.

Through correspondence with the letting agency, the project worker learned that Mrs. Anna's deposit was indeed protected under the Mydeposits scheme, as mandated by law. However, the agency defended their decision to deduct funds for rubbish removal, carpet cleaning, and painting, citing these expenses as necessary for restoring the property to its original condition.

With knowledge of the tenancy deposit scheme regulations and a thorough understanding of the client's rights, the project worker advocated on her behalf. The aim was to ensure that any deductions made from the client's deposit were fair and reasonable.

After a series of exchanges with the letting agency, Shared Sunderland project worker successfully secured a resolution that was satisfactory to both parties. The agency agreed to reimburse £450 of Mrs. Anna's deposit, acknowledging that certain charges were unjustifiable. They agreed to retain only the portion related to rubbish removal, which was a legitimate expense.

Upon being informed of the outcome, the client expressed her gratitude for our advocacy. She understood and agreed with the agency's decision to charge for rubbish removal, considering it a fair compromise.