

SPSO decision report

Case: 201601169, Glen Oaks Housing Association Ltd
Sector: housing associations
Subject: terminations of tenancy
Outcome: not upheld, no recommendations

Summary

Mr C complained that the housing association were unreasonably seeking to recover monies from him following his termination of the tenancy. The association were claiming monies to carry out repairs to the property and to redecorate. In addition, they had applied charges for cleaning both the inside of the property and the garden. Mr C was also unhappy that the association had not refunded rent he paid in advance at the commencement of his tenancy.

The association had explained that when Mr C terminated his tenancy, they had inspected the property and noted that he had not cleared the property, as he was required to do, that a number of doors needed replacing and that the entire property required redecoration. As Mr C was required to leave the property in reasonable condition at the end of his tenancy, the association were seeking to charge the costs of these repairs to him. They also advised that they did not intend refunding any rent to him.

We noted that the property was in a very poor condition when Mr C departed. We noted that he had accepted that the property was in a good condition when he took on the tenancy and we also considered Mr C's responsibility, under the tenancy agreement, to ensure that the property was in a reasonable condition when the tenancy was terminated. We were satisfied, on the basis of the evidence, that he had left the property in a poor condition and that the association were entitled to seek to recover these reasonable costs from him. We also noted that there was a credit balance on his rent account but that the association intended to apply this to the outstanding charges. As we were satisfied that the association had acted reasonably in attending to this matter, we did not uphold Mr C's complaint.