

Log Book

Name: [REDACTED]

Membership no: [REDACTED]

1. Competency : 3

Learning Outcome: 3.1

2. Evidence Provided:

Attendance note with client and letter to other side

3. Outline how the evidence demonstrates you meet the outcome

**Identify the client's position:** The client had instructed us to write to her tenants in relation to her not producing a Gas Safety Certificate, which caused a dispute between them. The client was particularly distressed and asked for a letter to be sent straight away.

**Demonstrate understanding of the position:** Our client not having a Gas Safety Certificate and not being able to produce one to the tenants was a breach of the tenancy. Our client confirmed that she had rectified this situation immediately but was still be threatened in relation to the return (or non return) of the deposit.

**Evidence confirmation of identification and confirmation of the issues:** The letter indicates that I understood the pressing nature of advising the tenants that our client had rectified the issue they complained of and set out the law in relation to the return of their deposit.

4. Reflection and Evaluation

I recognise the importance of understanding the client's position in order to be able to represent her position.

5. Completion Date: 8 August 2013

6. Signed (applicant) [REDACTED]

Date:

25/11/13.

7. Signed (supervisor) [REDACTED]

Date:

25/11/2013

[REDACTED]

SOLICITORS

ATTENDANCE NOTE

Client: Mrs M [REDACTED]  
Date: 7 August 2013  
Client No: [REDACTED]  
Matter: 28 [REDACTED]

LW meeting with M [REDACTED] at [REDACTED] Office.

MW explained that she has been renting property out to Mr [REDACTED] and Ms [REDACTED] for the past year and had a meeting with her tenants on 5<sup>th</sup> August 2013 where they proceeded to threaten her for not supplying them with a gas safety certificate, and were bullying her into giving them their deposit money back, saying they had spoken with a solicitor and "knew their rights" but were vacating on 24<sup>th</sup> August 2013.

I asked why such a certificate had not been given to them. M [REDACTED] explained she did not realise she had to consider the boiler was new. I confirmed she must obtain one ASAP. She advised got one yesterday and passed me a copy.

M [REDACTED] went on to say she wanted to reimburse the tenants and have told them she is happy to. I advised her that she had not had a chance to inspect her property yet and until such time her tenants were not entitled to have their deposit refunded.

M [REDACTED] asked if I would send a letter to the tenants asking them to stop bullying/harassing her as she was feeling rather intimidated. I said I would send a letter out on her behalf, but that she would need to approve the same before it is sent out. She gave me her email address: [REDACTED] to send the draft.

Time Taken: 48 minutes

Mr [REDACTED] and Ms [REDACTED]  
28 [REDACTED]  
[REDACTED]  
[REDACTED]

Contact: [REDACTED]

Your ref: [REDACTED]

Our ref: [REDACTED]

Email: [REDACTED]

Date: 8 August 2013

Dear Mr [REDACTED] and Ms [REDACTED],

**Our client:** Mrs M [REDACTED]

We have been instructed by the above named in relation to a dispute between yourselves and our client in relation to our client not producing a Gas Safety Certificate.

We understand you had a meeting with our client on Sunday 4<sup>th</sup> August 2013 and subsequently wrote to our client via email on 5<sup>th</sup> August 2013, in which you advised her that you were not in receipt of a gas safety certificate. Our client has now rectified this oversight by arranging for an engineer to attend the premises to inspect the same and produce a certificate confirming its safety. Our client has confirmed that you have a copy of the Gas Safety Certificate, but for your ease of reference we also enclose a copy.

Further, you have asked our client for the full return of your deposit of £900.00. You will no doubt be aware that under S213(5) of the Housing 2004, Landlords are requested to place deposits in a Tenancy Deposit Scheme for your protection. The Landlord can then make any reasonable deductions from the deposit should the Landlord suffer any loss as a result of a breach of the terms of the Assured Shorthold Tenancy. Our client misunderstood the provisions in relation to tenancy deposits and thought she would be able to reimburse you personally. We enclose a copy of the Deposit Protection Certificate for your records, the contents of which are self explanatory. They will release the deposit once their procedures have been followed.

You have mentioned in your email dated 5<sup>th</sup> August 2013 that you have instructed solicitors. Although the nature of your intended claim against our client is unclear please advise them that any correspondence must be sent to us not our client.

We are aware you would like to vacate the premises on 24<sup>th</sup> August 2013. We trust you will be moved out by the end of that day. As we are sure you have been advised by your solicitors, when an Assured Shorthold Tenancy expires, the Housing Act 2004 automatically provides that your tenancy runs on a month to month basis under Periodic Tenancy and therefore is still very much valid.

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Our client is very distressed that she has had to take legal advice because of your aggressive behaviour. She was more than happy to deal with this situation amicably, but clearly your conduct to date and your email dated 5<sup>th</sup> August 2013 suggests otherwise.

We trust this clarifies our client's position.

Yours faithfully,

