

Re: Hopetoun Street, 57, , EH7 4NG

From: John Rutherford (propertymanager@burghproperty.co.uk)

To: pooja200785@gmail.com

Cc: rakhel.parida@yahoo.com

Date: Thursday, September 12, 2019, 09:14 AM GMT+1

Hi Rakhel & Pooja

Thank you for your emails.

I am quite upset as to your emails stating that you feel that I am bullying you. At no point am I using bullying language I am just pointing out the condition of the property that you left it in and that there was extra cleaning required and redecoration to the excessively damaged areas in the property after you vacated. You are not being asked to pay for the redecoration of the whole property only the areas excessive damaged. As you have stated you are not going to agree to any of these costs so we will proceed to adjudication through the deposit scheme. As you have asked I will not contact you further and let the adjudicator decide what would be deemed fair in this case.

Regards,



John Rutherford MARLA, CIH

15 Hope Street, Edinburgh, EH2 4EL

T: 0131 228 8190

E: propertymanager@burghproperty.co.uk

W: www.burghproperty.co.uk

Limited company registered in Scotland

Registration number SC448263

On 11 Sep 2019, at 23:02, pooja gaddhyan <pooja200785@gmail.com> wrote:

Hi John,

Just want to add that we will need full Receipts with VAT (for vat registered companies) for any costs to be considered and approved. Furthermore, as per tenancy law in Scotland, wear and tear is acceptable for decoration(even for fresh decoration). So even if this goes through dispute, we will never be held responsible for the entire decoration of the Property.

Thanks,
Pooja

On Wed, 11 Sep 2019 at 22:47, Rakhel Kumar Parida <rakhel.parida@yahoo.com> wrote:

Hello John,

Me and wife both find this email as very arrogant and bullying email. specially the sentence "If you do not wish to agree with this amount and for it go to the adjudicator then our Landlord has asked for you to be held responsible for the full costs of both the cleaning and decoration".

I gave my reasons why we shouldn't be liable to the charges you are holding us accountable for. I will not repeat it again.

I contacted the cleaner regarding the specific things you are asking for cleaning, But i don't think you have any chance if i dispute the cleaning as i have photo evidence of the cleaning state of the house when we moved in, If anything we left the house in a more cleaned state. Specially i can sue you guys for making us use the mould freeze and freezer.

Regarding the marks, if you provide an unfurnished house and you recognise there is a chance of regular wear and tear then whats the point of asking us to pay for redecorating the whole house. We didn't ask you to redecorate the house for us at the first place, so you shouldn't expect us to leave the house without even having a single finger print any where, and for us that regular wear and tear.

you can take my word for sure, we are not going to accept these charges, and we will dispute this with the SSDS.

you can tell the landlord, happy days are gone, the exorbitant rent that you guys extracted from us. i can see the current advertisement at £1500

And stop sending these bullying emails, or and verbal receipts.

Rakhel

On Wednesday, September 11, 2019, 04:50:45 PM GMT+1, John Rutherford <propertymanager@burghproperty.co.uk> wrote:

Dear Rakhel

Apologies for the delay in getting back to you regarding the deposit.

The property required a further clean as indicated on my report and the cost for these works amounted to £60. If you had cleaners in to carry out an end of tenancy clean you can highlight this to them and I am happy for you to use my report to state what was not properly cleaned.

There were several marks throughout, again as highlighted on my report. It has been taken into account that the property was unfurnished and there would be marks from removing furniture but a lot of these marks were excessive especially as the property was completely redecorated prior to you moving in. I have spoken with one of our decorators and he has verbally advised that a cost of £600 for the redecoration to resolve this. I would therefore suggest as a goodwill gesture our Landlord pays half the cost of this leaving you with £300 along with the £60 for the cleaning. If you do not wish to agree with this amount and for it go to the adjudicator then our Landlord has asked for you to be held responsible for the full costs of both the cleaning and decoration.

I note your comments regarding he bulbs and you will not be held liable for these.

I also note your comments regarding the bedroom shade.

I look forward to hearing form you.

Kind regards, John



John Rutherford MARLA, CIH

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On 26 Aug 2019, at 10:58, Rakhel Kumar Parida <rakhel.parida@yahoo.com> wrote:

Hello John,
Please note the final Gas meter reading : 00138 in your checkout document

Thanks and Regards
Rakhel

On Friday, August 23, 2019, 04:57:52 PM GMT+1, Rakhel Kumar Parida <rakhel.parida@yahoo.com> wrote:

Hello John,
Unfortunately i had to leave for work. Please find my answers to your points.
I also attached the feedback inventory we send to you during check in, also you can check you database for pictures, let me know if you need them as i still have them with me.

As you will see from the report there are several areas throughout the property that require further professional cleaning and I have organised this with a cleaner to carry this out. The full cost of this will be chargeable to yourselves and will be claimed from your deposit through the deposit scheme.

- the property have been cleaned by professionals on Thursday 22nd August. Invoice attached.

If you want to compare the state with which we got the property and what we are giving back please go through the report that we submitted while checking things. For your surprise you will find we left the property in a better state than we got.

I also noted that there were areas that were excessively marked throughout the property considering that the property was fully redecorated prior to your tenancy commencing. These marks have also been highlighted on the attached check out report. Whilst we will not obviously charge for a full redecoration of these rooms a charge will be made to your deposit for the touching up of the excessive marks and again charged to your deposit through the scheme.

-I need to go through the details and costing before approving this one. It's the excessive word that's in question, we need to agree to your definition of excessive before approving this one, So that general wear and tear shouldn't be considered excessive, and this should be acceptable according to renting guidelines.

There were also a couple of clubs out and again these will be replaced as required and charged to your deposit through the scheme.

- They were out before we entered the property, go through our feedback report

There was also damage to the pendant light shade in Bedroom 3 and this will require to be replaced. The replacement of this will be charged to your deposit through the scheme.

- The light shades we in it's horrible state all along and it needs to be replaced anyway, we took it out when we were there as i can stand up to those lamp shades, so it's never been used to be honest. I will never approve this one.

Thanks and Regards
Rakhel

On Friday, August 23, 2019, 03:14:14 PM GMT+1, John Rutherford <propertymanager@burghproperty.co.uk> wrote:

Dear Pooja and Rakhel,

Further to my check out this afternoon I attach a copy of the report for your information.

As you will see from the report there are several areas throughout the property that require further professional cleaning and I have organised this with a cleaner to carry this out. The full cost of this will be chargeable to yourselves and will be claimed from your deposit through the deposit scheme.

I also noted that there were areas that were excessively marked throughout the property considering that the property was fully redecorated prior to your tenancy commencing. These marks have also been highlighted on the attached check out report. Whilst we will not obviously charge for a full redecoration of these rooms a charge will be made to your deposit for the touching up of the excessive marks and again charged to your deposit through the scheme.

There were also a couple of clubs out and again these will be replaced as required and charged to your deposit through the scheme.

There was also damage to the pendant light shade in Bedroom 3 and this will require to be replaced. The replacement of this will be charged to your deposit through the scheme.

I do not have any costings of these works and will only have these once the contractors have been.

I am happy to discuss this with you further if required but will be instructing these works to be carried out with immediate effect.

Kind regards, John



John Rutherford MARLA, CIH

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