

Subject: Deposit Protection Service (11 BROOKS COURT, SG14 2JF)
Date: Monday, 30 September 2019 at 4:08:36 PM Singapore Standard Time
From: Matthias Hillner
To: Simon Windham
CC: #UK CS BRS Deposit Protection, Deposit Protection Service
Attachments: image001.png, image002.jpg, 11_Brooks_Court_DPS_claim_calculation.pdf, Signed Tenancy Agreement.pdf, checkout report 2_09.05.2019[1].pdf, _cleaning_invoice.pdf, _house_clearance_invoice.pdf, _lock_smith_Invoice-12279-15.PDF, Fridge_Freezer_Parts_order_cost.pdf

Dear Simon

Without prejudice. I have now settled certain insurance claims, the outcome of which has allowed me to review the deposit claim to what is stated below. The damages and the sum are explained to a greater degree in the document attached (11_Brooks_Court_DPS_claim_calculation.pdf). The claim is also in part based on inspecting the property myself back in July. This allowed me to understand some of the issues that were flagged up in the second inspection report issued by My Property Inventory Ltd (listed in the attachments as "Checkout Inspection report 2").

I have excluded the costs for the stair case wall repairs and those for the patio repairs as well as the repair work that was carried out on the external pipe. In regards to the latter, I hope you will not mind I use this opportunity to point out that I perceive it as negligent that the damage that occurred to the external pipe in January, has not been fixed in January as claimed by your company on 4 April 2019. I am inclined to believe that the damages to the patio could have been mitigated, perhaps prevented, had the damage been attended to when it was spotted in January.

My claim is based on the photographic evidence presented in your inspection report (the size of which does not allow me to attach it to this message, but I can send it in a separate email if you wish), in combination with the second inspection report that was carried out after the house was cleaned. I would like to use this occasion that the need for a second inspection which I paid for could perhaps have been avoided, had your inspection been carried out after a professional clean was conducted. Instead, I had to manage myself the removal of left-over furniture and organise the cleaning processes, which typically would be managed by the lettings agency where a managed let has been agreed.

The sum which I wish to claim is **2,451.38**, and it is calculated as follows:

1,146.00	Professional Clean & Gardening (invoice attached)
300.00	Removal of Furniture Items that were left behind by the tenant (invoice attached)
154.80	Locksmith: tenant had exchanged the locks without permission (invoice attached)
125.00	Kitchen flooring (partial compensation — full replacement estimated at £2500)
100.00	Living Room Blinds (£40 material — slats only, plus £60 for 2 hrs labour)
60.00	Bedroom 3: Flooring (partial compensation — full replacement estimated at £600)
174.08	Replacement of fridge door and a damaged freezer drawer (cost attached)
40.00	Kitchen Windowsill (estimate of labour costs and materials)
26.50	Bedroom 2: Wardrobe Roller Blinds (based on the replacement cost for the roller blind)
65.00	Bedroom 1: Right wall 1 heavy grey mark low level (estimate of labour costs and materials)
100.00	Study: Recoating (estimate based on labour costs and materials)
30.00	Study: Floor repairs (estimate of partial compensation costs)
65.00	Bedroom 2: Wall — Right wall red pen mark visible (estimate of labour costs and materials)
65.00	Bedroom 3: Right wall grey line mark visible (estimate of labour costs and materials)

The cost calculation is mostly based on evidence, and all costs listed are related to matters mentioned in

either of the two inspection reports received. Savings were made where possible. A separate document (11_Brooks_Court_DPS_claim_calculation.pdf) specifies the costs in better detail and in reference to the second inspection report, a copy of which is attached, and which I request you share with the DPS along with the other documents attached. I kindly urge you not to deduct fees which you are owed by third parties, e.g. the tenant, as you have previously attempted, and I also wish to express my view that you are not entitled to any commission on rent that has not been received. You have failed your duty of collecting rent in a timely fashion. This tenancy has been an extraordinarily time-consuming, stressful and financially compromising, and I perceive your ways of working as negligent of your duties in conjunction with a managed let. Whilst the tenant remains in arrears with the rent, I have to insist that you do not converge this with the above claim for damages, because, as you know, this is treated as a separate legal matter.

I would like to reiterate a statement made in an email that I sent to you on 7 May 2019: "It is important to highlight that the tenant had neglected her contractually agreed responsibilities (breached contract clauses 5.1.1., 5.1.2., 5.1.3., 5.1.6., 5.2.1., 5.2.2., 5.2.3., 5.2.8., 5.2.12., 5.2.13., 5.2.14., 5.2.15., 5.2.16., 5.1.17., 5.2.18., 5.2.19., 5.2.23., 5.2.24., 5.4.1., 5.4.2., 5.4.3., 5.4.4., 5.8.1., 5.8.2., 5.8.3., 5.11., 5.13., 5.14., 5.16.1., 5.16.3., 5.18.2., 5.20.1., 5.21.1., 5.22.1., 5.22.3.3., 5.23.3., 5.23.4., 6.3.), and the state of the premises has been significantly compromised as a consequence."

In consideration of your continued refusal to transfer the deposit sum into a DPS account held in my name, I see myself forced to authorise you to claim the deposit sum as specified above. I request that you share this email, and the information attached with the DPS.

Yours sincerely,
Matthias Hillner

Attachments:

- Explanatory document: 11_Brooks_Court_DPS_claim_calculation.pdf
- Tenancy agreement
- Checkout Inspection report 1 (not attached, but available upon request)
- Checkout Inspection report 2
- _cleaning_invoice (Professional Clean & Gardening)
- _house_clearance_invoice (Removal of Furniture)
- _lock_smith_invoice (Locksmith)
- _Fridge_Freezer_parts_Order_costs (Replacement of fridge door and a damaged freezer drawer)

From: #UK CS BRS Deposit Protection <contactus@depositprotection.com>

Date: Monday, 20 May 2019 at 4:32 PM

To: "hillner@virtualtypography.com" <hillner@virtualtypography.com>

Subject: Deposit Protection Service



Dear Mr Hillner

The Deposit Protection Service (The DPS)

Rental Property Address: 11 BROOKS COURT, SG14 2JF

Deposit ID: 16595458

We have been contacted by the managing agent of the deposit for the above property regarding the requested deposit transfer. They have informed us that they reject the requested transfer. The agent has provided the following comments:

‘We refuse to transferring the deposit to the Landlord as we are in dispute over payment of our fees’

As the agent has indicated that they do not consent to the transfer, you will now need to contact the agent directly. You may also wish to seek your own independent legal advice.

Yours Sincerely

Sophie Berry

Customer Service Representative

The Deposit Protection Service

T +44 (0)330 303 0030.

The Pavilions, Bridgwater Road, Bristol BS99 6AA, United Kingdom

www.depositprotection.com

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