



Case Studies

Who should read this?



Tenants



Agents



Landlords

Insured

Custodial

To clean or not to clean...

Adjudication Digest December 2019

The Adjudication Digest takes a recent decision by a TDS Adjudicator and sets out the reasoning behind the decision. The aim of these Digest reports is to help tenants, landlords and agents better understand how we make our adjudication decisions. The names of the landlords and tenants involved have been removed and this is only a brief summary of the dispute.

Amount of deposit in dispute: £700.00

Dispute initiated by: Agent

Award made:	£700.00
Tenant	£400.00
Landlord	£300.00
Agent	£0.00

After two harsh winters and extreme weather conditions, we have seen an increase in cases where mould has been a contributory factor. In this case, the landlord wanted to keep the deposit because the décor in the flat had been damaged during the tenancy by mould which needed to be wiped clean and for the affected areas to be repainted.

The tenants acknowledged that mould marks were present at the end of the tenancy and had agreed to pay for cleaning costs but they felt it was unfair that they should pay twice – once for the attempted clean to the affected areas and again for the re-decoration.

The check-in report noted scuffs and marks to several areas of the décor in the property at the start of the tenancy. The check-out report clearly showed the presence of mould at the end of the tenancy and it was clear to the adjudicator that cleaning of the affected areas alone would not have been successful and therefore the landlords claim for redecoration was justified to some extent.

In determining the amount of the award, the adjudicator considered the decorative condition of the property at check-in, which was not recorded as freshly painted; the length of the tenancy and the expected lifespan of any decoration. The adjudicator felt that the claimed amount sought was high. The landlord had produced no evidence in the form of quotes or invoices to give a breakdown of the cleaning and treatment of the mould affected areas or that there was a need for re-decorating or evidence of the age of the décor. In light of this, the adjudicator considered an award of £300.00 to be a fair contribution towards the landlord's claim for cleaning and redecoration.

This was an interesting case and one where the outcome could have been different had further evidence been submitted to support the claim.

So what are the key points here?

- It is unreasonable for a landlord to expect the property to be returned in a better condition than at the start of the tenancy. To have awarded the landlord the full cost of redecoration would have meant the tenant would bear the cost of putting the property in a better condition than he received it. This is very common in redecoration claims and something that TDS sees regularly. Landlords should be realistic in the amount that is chargeable to tenants and remember that a rented property should be re-decorated every 2 – 5 years depending on the location and the level of occupancy.
- Always submit illustrated costings in the form of detailed estimates, invoices or receipts to enable the adjudicator to see an accurate breakdown of the costs being charged for each type of work.
- Wherever possible when claiming for re-decoration to maximise the claim prove when the property was last redecorated, in the form of documentary evidence which may mean comments in the inventory – ‘freshly painted/redecorated’ or an invoice showing what work was carried out, when and at what cost.
- Send only relevant paperwork that could support your claim.