



## Case studies on disputes involving damage and missing items

- Here are some case studies from TDS on disputes involving claims for damage and missing items. We hope that you will find them informative and helpful in deciding if you want to proceed with sending a dispute to us.
- This document is for guidance only - it is not intended to guarantee when an award will be made.
- Each dispute is different and the actual award made will be based on our interpretation of the specific evidence presented to us.
- Please read this document together with our guide on [How we approach disputes about damage and missing items](#).



These case studies show how we might reach different conclusions on claims for compensation for damage or missing items, depending on the evidence presented by the parties to the dispute.

*The landlord claims for the cost of replacing the carpet in one of the bedrooms which had a visible burn mark at the end of the tenancy. He says that the damage is very noticeable in the centre of the room.*

To support the claim the landlord presents:

- a copy of the tenancy agreement;
- a comprehensive check in report, which states that the carpet in the bedroom was in good condition other than furniture indents;
- a quotation from a carpet contractor for the replacement of the carpet;
- there is no check out report.

The tenant admits to having caused the burn accidentally, but says that the mark was minor and easily concealed by furniture or a rug. The tenant says that it is unreasonable to expect him to pay for the entire replacement of the carpet and offered £70 to the landlord.

Although there was no check out report, the tenant had admitted liability for a minor burn. The issue between the parties was how much to award the landlord by way of compensation for the damage.

We would not normally regard it as reasonable for the landlord to replace a carpet unless the damage was so extensive as to make it unusable.

The adjudicator made an award to the landlord for the sum offered by the tenant. This was considered to be a reasonable sum to reflect the damage caused, in the absence of further evidence to support the landlord's claim that the damage was so bad as to justify a complete replacement carpet.

We may have awarded a higher sum had we been presented with better evidence to show the location of the mark, or its size.



*A landlord claims the cost of replacing an antique vase broken during the tenancy. He says that he had intended to remove the vase before the start of the tenancy, but that the tenant had wished it and a number of other items to remain in the property*

To support the claim the landlord presents:

- a check in report which describes the property as unfurnished and does not mention the vase;
- an addendum to the tenancy agreement which states that the landlord has agreed to leave a number of items in the property, which are individually listed, including reference to a vase;
- a check out report which mentions, among items added during the tenancy, a large vase which appears to have been roughly glued together;
- a quotation from an antiques dealer to source and supply a vase similar to the broken item. The quotation indicated that, even if professionally restored, the value of the vase would be significantly diminished by the damage.

The tenant objects to the claim on the basis that the vase was not an antique, that it was not as valuable as the landlord suggested, and that the landlord should have been able to claim on his insurance for a replacement.

Although the vase was not mentioned on the inventory, the addendum to the tenancy agreement referred to a vase forming part of the agreement between the parties. The tenant does not dispute the damage to the vase.

The adjudicator decided that a deduction from the deposit was justified to compensate the landlord; furthermore, there was no requirement under the tenancy agreement for the landlord to insure the item.

The landlord had supported his claim with an expert report indicating that repair of the item would not be enough to restore him to the position he would have been in had the damage not occurred. The report also confirmed the value of the vase in an undamaged condition. The landlord was awarded the full amount claimed.



*A landlord claims for the cost of replacing a number of items missing from the property at the end of the tenancy. These included a washing machine, a microwave oven and various kitchen utensils.*

In support of the claim, the landlord provides:

- a check in report which refers to a brand new economy brand washing machine, a microwave oven described as 'in use' and numerous kitchen utensils all located in a drawer;
- a check out report at the end of a 2 year tenancy which states that all the items claimed for were missing;
- an invoice to supply and install a premium brand washing machine and links to a website for the replacement cost of the other items mentioned.

The tenant says that the washing machine broke down towards the end of the tenancy and it was agreed that he would buy his own rather than the landlord replacing it. He made no comment about the microwave, but claimed that the other items were still in the property, stored in a box in a cupboard.

The adjudicator took the view that there was no evidence to support the tenant's claim that a replacement machine had been provided at his own expense during the tenancy. The landlord was entitled to the replacement cost of a 2 year old machine of a similar value to the one in the property at the start of the tenancy - rather than a brand new premium machine.

It is reasonable to expect, in general terms, an average quality washing machine to have a lifespan of 5 years in a tenanted property. Having researched the value of a similar machine, the adjudicator awarded 3/5ths of that cost, and the amount quoted in the landlord's invoice for delivery and connection.

In relation to the microwave, the adjudicator made a nominal award of £10; this was because the microwave was already used (and not therefore new) when the tenancy started. It was likely to have been near the end of its lifespan by the end of the tenancy.

The tenant was obliged to leave the other items in the same place as at the start of the tenancy. As there was no indication in the check in inventory as to their age and condition, the adjudicator awarded 1/3<sup>rd</sup> of the amount claimed by the landlord for full replacement by way of a reasonable compromise.



*The landlord claims for damage to an area of the worktop beside the hob. He says that all worktops in the kitchen have to be replaced because the worktop fitted originally is no longer available.*

In support of the claim the landlord provides:

- a check in report which describes the worktops as being in average condition with a number of marks;
- a check out report showing an additional area of damage by the hob, probably caused by a hot pan;
- an invoice for the replacement of all worktops as part of an overall kitchen refit.

The adjudicator accepted that an area of the kitchen worktop had suffered damage beyond fair wear and tear during the tenancy. However, the check in report indicated that the kitchen was in a tired condition at the start of the tenancy and the landlord appeared to have taken the decision to replace it in full at the end of the tenancy.

The adjudicator took the view that the landlord was entitled to a contribution from the deposit towards the replacement of the affected worktop. The award in this case was £25. The adjudicator did not consider a higher award to be justified given the kitchen's existing age and condition.

## Contact details

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