

# Adjudications by the Tenancy Deposit Scheme

## Random Examples

### Example Case 1

Complaint brought by		Landlord
Amount of deposit		£2,910.00
Amount in dispute		£1,525.23
Awarded to:	landlord	£598.67
	tenant	£926.56

The landlords called attention to discolouration on the curtains situated in the various rooms in the house. The landlord demanded £337.00 for cleaning expenses. Due to the fact that the curtains had not been cleaned prior to the beginning of the tenancy it was resolved that only 25% of the invoice should be paid by the tenants.

The landlord was dissatisfied with the condition of the floors in both the bathroom and the bedroom. Considering that the future desirability of the property could be hindered, it was felt that 1/3 of cleaning costs should be covered by the tenants.

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Furthermore, there was the issue of the damage to the kitchen hob, which the landlord claimed to have occurred during tenancy. This was shrouded in ambiguity, as the original condition of the hob was unknown. The adjudicator concluded that the hob may have been already faulty, making a 50/50 split of repair costs a reasonable settlement.

The Garden was the final issue concerned with the actual property. The landlord employed the services of landscape gardeners to rectify its condition. Costs amounted to £150.00 that the adjudicator considered reasonable as the up-keep of the garden was a condition of the tenancy agreement.

The checkout inventory identified several minor missing items, including bulbs, a strainer plug, a gas tap and a broom. The adjudicator awarded £49.95 for these bearing in mind fair wear and tear.

Two incidents of property maintenance resulted in unpaid builds at the end of the tenancy. The first incident involved the oven repair and the second issue involved the control of an “ant swarm”. Neither of these fell under the repair obligations of the landlord, therefore the full amount was charged to the tenants.

## Example Case 2

Complaint brought by		Landlord
Amount of deposit		£875.00
Amount in dispute		£875.00
Awarded to:	landlord	£219.02
	tenant	£655.98

The settlement of this dispute was problematic due to the absence of a Check-In inventory and a Check-Out report. The correspondence between the landlord and the tenant had become rather emotive, but through the intervention of The Dispute Service matters were handled in a fair and efficient manner, despite complications.

The issue of greatest concern was the removal of the hob and oven by the tenant from the property which were returned by the tenant at the end of the tenancy. However, the landlord considered them "unusable" as they had been left outside for a period of time. As a result, he was forced to pay for their replacement even though they were only 3 years old. The tenant responded that she had complained about the quality of the appliances to the landlord in the period at the beginning of her tenancy. However, there is no documentation of such a correspondence taking place and with the lack of a Check-In Inventory it was difficult to date or establish the quality of the kitchen appliances. The adjudicator considered it was reasonable that the tenant should pay half the total costs of replacement and electrical services.

The second issue was the spoiling of 6 lampshades, 4 curtains, a carpet and the removal of a light bulb. It was clearly stated within the tenancy agreement that any furniture and household implements that did not meet the tenants' satisfaction should be brought to the attention of the landlord within 7 days. This was not done but the tenant denied accusations of damages made by the landlord. Again, in the absence of a signed Check-In Inventory it was not possible to confirm whose account was correct.

We also recommended to the Agency that they review their procedures, with explicit reference to Check-In and Check-Out Reports, to avoid future disputes of this nature.

### Example Case 3

Complaint brought by		Landlord
Amount of deposit		£1,500.00
Amount in dispute		£759.71
Awarded to:	landlord	£1,500.00
	tenant	£0

This case shows how the extent of maintenance that ought or ought not to be carried out by current tenants can result in deposit disputes. In this particular case the neglectful behaviour of the tenant resulted in a complete deposit loss of £1,500.00. The Inventory and Check-Out report were both thoroughly conducted making our assessment much easier.

The Check-Out noted a “bad stain” left on the lounge carpet by the tenants, in contrast with its “excellent condition” before the tenants’ arrival. The landlord was unable to remove the stain despite employing cleaning services. We considered that it was entirely reasonable to charge the replacement to the tenant.

The automatic lights situated in cupboards under the hall and in the kitchen were pointed out by the landlord as being broken. This detail was not mentioned in the Check-In Inventory and the tenants claimed that the lights had never worked. In our view the tenant was not responsible for the supposed damage due to the poor quality of the light switches.

The landlord described the tiles surrounding the fireplace as “coming loose and demanded suitable compensation. However, the Inventory did not specify this damage no charge from the deposit was allowed.

The final issue was the condition of the fridge-freezer. Already in the Check-In Inventory, a shelf was described as cracked upon the commencement of the tenancy. Upon Check-Out, three of the runners were broken. Although plastic does tend to become brittle with age, the fridge-freezer unit was only three years old. Therefore, damage was regarded as excessive and 50% of the replacement costs were covered by the tenant.

#### Example Case 4

Complaint brought by		Landlord
Amount of deposit		£750.00
Amount in dispute		£480.00
Awarded to:	landlord	£315.00
	tenant	£165.00

The main cause of concern on this particular case was the lack of cleanliness of the carpets in the bathroom, lounge and fourth bedroom. Even though the Check-in inventory described these carpets as already in a “grubby” condition, the Check-out report detailed six new stains in specific locations. The cost of cleaning the carpets came to £305.00, an average of £30.50 per area for the ten carpets. In fact, only 3 of these areas of carpet had not been identified as marked or stained in the original inventory. As there was only evidence that this amount of damage had occurred during the tenancy, we awarded £90.00 for carpet cleaning.

The landlord also wanted costs covered by the tenant for a full clean of the property after they had vacated the premises. However, both the Check-In and Check-Out report described the level of cleanliness as satisfactory with the exception of the kitchen. Therefore, we considered that the full clean commissioned by the landlord was unnecessary. Charges were only made for the cleaning of the kitchen.

The Check-Out report identified a broken light switch which was absent from the original report. Its replacement, together with that of a bulb, amounted to £40.00. We considered this reasonable because it was necessary to employ a qualified electrician to replace the switch.

Complications arose during the case due to the fact that the reports conducted at the beginning and end of the tenancy were not carried out by the same clerk or organisation, making comparison difficult. Also the notes were hand written in the Check-In Report and in places the handwriting was not always legible. We advised the Agents to review their procedures, in order to avoid unnecessary confusion in the future.

### Example Case 5

Complaint brought by		Landlord
Amount of deposit		£1350.00 + interest
Amount in dispute		£465.00
Awarded to:	landlord	£100.00
	tenant	£365.00

The issue of interest on the deposit remained ambiguous. It was unclear what the rate of interest was and this was never detailed at any point by the landlord or agent.

This case was notable for the absence of inventories at either Check-In or Check-Out. All references in the following summary are to reports prepared by the landlord himself.

Damage to the electrical sockets in the kitchen and master bedroom were the first points of contention for the Landlord. He insisted that the tenants had been negligent and had caused the damage in both instances. He commissioned an external electrician to do the repairs, but he did not identify the cause of the damage. The Check-In report indicated that work had been required on sockets in the master bedroom previous to the commencement of the tenancy. The claims were rejected on the grounds that they had not been substantiated.

The Check-In inspection recorded that the property had been cleaned to a professional standard with the exception of the curtains and carpets which described them as having “various marks”. The Check-Out report described the property as “under domestically cleaned” However, the landlord could not produce evidence that the property had been professionally cleaned at the commencement of the tenancy. We considered it reasonable that the tenants contributed £50.00 to the cleaning of the house.

The landlord claimed, based on his own Check-In and Check-Out reports, that there were additional marks to the walls in the living room, parts of the kitchen, and in two of the bedrooms. He was prepared to undertake the redecoration personally at the cost of £100.00. The landlord offered no information as to when the property had last been decorated. Considering that the length of the tenancy was 17 months it was unlikely to have been recently. We considered that most of marks could be attributed to fair wear and tear and awarded £50.00 towards redecoration.

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### Example Case 6

Complaint brought by		Landlord
Amount of deposit		£500.00
Amount in dispute		£400.00
Awarded to:	landlord	£225.00
	tenant	£175.00

The case was problematic due to the absence of an up to date Check-In Inventory.

The standard of cleanliness was the first point highlighted by the landlord. Under the tenancy agreement the tenant was obliged to clean the premises to a good standard. He insists that this was done, albeit 1 month prior to the end of the tenancy when vacated the property early. Further cleaning was required to remove the limescale and grease in the kitchen. This cost was charged to the tenant.

The agent confirmed that the keys to the letterbox had been stolen during the tenancy. They commissioned the installation of a new lock and key. Considering that the letterbox was at least two years old, the tenant could not be held liable for the entire amount.

The Check-Out report detailed burn marks that had formed on the carpet. The absence of this detail from the Check-In Inventory confirmed that the tenant did the damage. Responsibility for which was taken by the tenant who in the end accepted the charge of £100.00. Also, during the tenancy, the tenant removed shelves in the bedroom due to their questionable safety and stability. This was not unreasonable; therefore it was not considered logical to charge the tenant the full amount for re-fixing the shelves to the wall.

A dent in the cloakroom door was noted by the Check-Out report and the tenant who finally agreed to pay the sum of £50.00 for repair accepted responsibility. There was also reference to water damage on the laminate flooring which could not be attributed to wear and tear in our opinion. Landlord demanded the amount of £100.00 to cover costs, however due to the lack of knowledge we had about the cause of the damage, the £50.00 offered by the tenant for damages seemed reasonable.

The Check-Out report made a reference to damage to walls, lampshades and rot to window frames in various locations in the house. However, in the absence of a reliable Check-In Report there was insufficient evidence as to how far this was damage caused by the tenant and how far this could be attributed to wear and tear. Therefore, it was concluded that the tenant did not have to contribute towards these costs.

A genuine misunderstanding occurred over the date of the termination of the tenancy. Subsequently, the tenant prematurely cancelled his standing order and one month's payment was not paid into the landlord's account. However, through correspondence it was established that this was a case of poor communication rather than malicious behaviour. As a result, the tenant agreed to pay the sum of £410.00 to cover the rent.

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### Example Case 7

Complaint brought by		Landlord
Amount of deposit		£900.00
Amount in dispute		£355.00
Awarded to:	landlord	£355.00
	tenant	£0

Complications arose due to that fact that the last inventory was conducted in 2000 and thus seriously out of date. In places the references were hard to decipher and lacked clarity. Consequently, the Inventory could only be used as a guideline.

The Check-In inventory established that the general cleanliness of the property was not outstanding. It made reference to the need for cleaning in the kitchen and that attention needed to be paid to the windows. It also noted that that the curtains were worn, had holes and sport marks. The Check-Out report made no mention of the state of the curtains. However, it did remark on the smell of smoke throughout the house and that the carpets had ash on them. It would have been unreasonable to charge the tenant for both the cleaning of the house and replacement of the curtains. Therefore, as the damage to the latter did not seem to be the fault of the tenant, £215.96 was awarded to the landlord for cleaning only.

The checkout report stipulated that missing from the premises were a Breville sandwich maker, a knife block set and assorted pictures. The Agent suggested that the sum of £50.00 would cover the cost of replacement for these items. Considering the age and condition of the items, this was considered reasonable.

The balance owing to the tenant was £89.04. This was awarded to the agent to defray outstanding rent arrears.

### Example Case 8

Complaint brought by		Landlord
Amount of deposit		£1,500.00
Amount in dispute		£231.00
Awarded to:	landlord	£231.00
	tenant	£0

The tenant failed to attend the Check-Out, or to respond to our communications. The adjudication could be based only on documentation supplied by the agents.

The first matter of dispute was the appearance of two large scratches on the base of the bath. They were not noted on the Check-In Inventory so we could only conclude that they had occurred during the tenancy. We awarded £40.00 to the landlord.

The garden was the next source of contention. The tenancy agreement clearly stated that the lawns were to be in a 'good' and 'tidy' order upon vacating the premises. The Check-Out report did not consider the lawn to be in this condition. The tenant had argued that the lawn had not been mowed at the start of the tenancy, but he provided no corroboration. We awarded £50.00 for the work needed to be done to the lawn.

At the end of the tenancy, after the tenant had vacated the property, it was found that the toilet in the bathroom was blocked. A plumber was unable to resolve the issue, so the services of a specialist were employed. The cause of the blockage was a mass of toilet tissue that had to be pumped out. The tenant had never complained of a recurring blockage, and denied any knowledge of it. We found this unconvincing and awarded £141.00 to the landlord.

### Example Case 9

Complaint brought by		Landlord
Amount of deposit		£525.00
Amount in dispute		£100.00
Awarded to:	Landlord	£70.00
	Tenant	£30.00

The landlord insisted that further cleaning needed to be done to the inside of the kitchen cupboards, and made particular reference to the state of the oven. However, this was not supported by photographic evidence or otherwise verified. He estimated that it would take over two hours. Considering this, it was felt that the landlord receive some compensation for the cleaning work. After some enquiries, we established that average cost of a cleaner averaged was around £7.00 per hour. We estimated that the total amount of cleaning would take no more than an hour and a half. £10.00 was awarded to the landlord.

The landlord claimed the cost of 'neatening' the garden would be £60.00. The state of the garden was not mentioned in the Check-In, making it difficult to compare before-and-after. The tenant claimed that he was unable to maintain the garden due to a dispute with his neighbour. In any event, the garden was relatively small and £60.00 seemed excessive for what appeared to be just an hour's work. We established that the average hourly rate of hiring a gardener in the area was about £10.00, and awarded this sum to the landlord.

Finally, the agent claimed £50.00 for the inventory Check-Out. This was in line with the tenancy agreement and was awarded to the agent.

### Example Case 10

Complaint brought by		Landlord
Amount of deposit		£450.00
Amount in dispute		£95.00
Awarded to:	Landlord	£30.00
	Tenant	£65.00

During the tenancy, the car of one of the tenants was broken into. In the process two fence panels located at the front of the garden were damaged. The matter was reported to the police and a crime reference number obtained.

It was established that the upkeep of the fence was the responsibility of the landlord. Nonetheless, he demanded compensation of £50.00 for repairs. Considering that the damage did not occur due to misuse or negligence by the tenants, it was considered unreasonable to award any money to landlord on this issue.

The Check-Out report also noted damage to the fence panels at the rear of the garden, which had been described as being in good condition in the Check-In inventory. The landlord submitted a quotation of £95.00 for repairs. The tenants argued that any damage caused during their tenancy was due to weather and the fact that the neighbour had many trees planted at the side of the fence. In our opinion it was reasonable to expect the tenant to have reported this damage. The quotation submitted by the landlord seemed excessive, and he was awarded £30.00.

### Example Case 11

Complaint brought by		Landlord
Amount of deposit		£1,120.00
Amount in dispute		£956.40
Awarded to:	landlord	£796.03
	tenant	£160.37

It was noted on Check-Out that the carpets had marks that had not been removed by the private services employed by the tenant. Further cleaning was needed to bring the condition of the carpet back up to standard. It only seemed reasonable that the tenant should cover these costs.

The floor in the kitchen was noted as having small tears and marks in the vinyl, which must have occurred during the tenancy, as they were absent from the check-in report. The claim was supported by photographic evidence provided by the agents. The tenant did claim that the damage must have occurred after he left the property, but the photographs clearly showed that these marks were by no means new. A new floor had to be fitted. The original floor was only one year old. The average lifespan of a floor of this kind is 10 years, so one tenth of the total cost was deducted in favour of the tenant. The total amount came to £500.58.

Other minor repair work also needed in various locations around the house: the replacement of the shower rail and the TV aerial, and the repair of other fixtures and fittings. The tenant was shown to be partially liable for these damages, and was charged £20.00 towards the bill.

The Check-Out report indicated that the garden was in need of maintenance. A gardener was employed to carry out this work, amounting to £153.50. However, there was a one-month delay between the departure of the tenant and the commencement of the work in the garden, where it was left unattended. We considered it was only reasonable that the cost was split to reflect both the Check-Out report and the delay in the work being carried out.