



Case Studies

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Tenants	Agents	Landlords

Insured / Custodial

Adjudication Digest April 2018



Renovating Without Permission

In this month's issue of the digest, we look at an adjudication concerning a tenant who decorated without permission. Can a landlord claim for loss?

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: £900.00

Dispute initiated by: Landlord

Award made:	£900.00
Tenant	£900.00
Landlord	£0.00
Agent	£0.00

The landlord claimed the full deposit of £900.00 for changes to the property and its contents, made by the tenant without the permission of the landlord. The tenant had completed extensive works including replacing flooring, redecorating, and replacing ceiling lights.

The extent of the changes was such that the inventory clerk felt that the tenant had extensively refurbished the property, and that it was in a significantly better state than at the start of the tenancy.

This was a difficult case. There was no argument that the tenant had acted without permission. However the tenant had lived at the property for a little over seven years; the check-in report showed that the property, its décor and contents were in a tired condition at the start of the tenancy.

Although the adjudicator accepted that the tenant had broken the terms of their tenancy agreement, they also took the view that the areas that the tenant had changed were most likely at the end of their life after more than seven years. This meant that the landlord had not in fact suffered a loss, since she would have been faced with redecoration etc at her expense in any event.

So what are the key points here?

This case highlights the importance of taking account of wear and tear in any claims for making good following a tenant's departure. Although a tenant may be in breach of their tenancy agreement, a landlord will need to show that this leaves them in the position of having suffered a financial loss.

 **0300 037 1000**

 **www.tenancydepositscheme.com**

 **Tenancy Deposit Scheme
1 The Progression Centre,
42 Mark Road, Hemel Hempstead,
Herts, HP2 7DW**