



Tenancy Deposit Scheme

## **Adjudication Digest**

### **No 08/2014**

## **The cat claws – or is that clause?.....**

- The Adjudication Digest takes a recent decision by a TDS Adjudicator and sets out the reasoning behind it. We hope that you will find these digests informative in understanding how we reach our adjudication decisions.
- 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.

tel: **0845 226 7837**

fax: **01442 253 193**

email: **deposits@tds.gb.com**

**www.tds.gb.com**

Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts, HP1 9GN

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.

### The cat claws – or is that clause?.....

<b>Amount of deposit in dispute:</b>	<b>£ 100.00</b>
Dispute initiated by:	Landlord
<b>Award made:</b>	
Tenant	£ 100.00
Landlord	£ 0.00
Agent	£ 0.00

This month's case turned on whether a tenant had caused damage to a property by keeping a cat. The tenant agreed that they did not have permission to keep the cat, but argued that there was no damage, and no cleaning or pest treatment was needed at tenancy end. They had cleaned the property throughout and produced invoices in support of this. The landlord claimed that the cat had torn the lino in the kitchen, and that flea treatment was needed to the lounge carpet.

The adjudicator firstly considered the check out report. This made no reference to damaged lino and contained no photographs of the kitchen floor. Whilst the report did include a photo of a cat and kittens lying on a carpet there was no commentary in the check out report about fleas in the lounge. The landlord had not produced any alternative evidence, for example from a contractor, to verify that fleas were present. The report made no reference to cat hairs being present at the property and referred to the property being cleaned to a high standard. Based on this evidence the adjudicator could not conclude that the flooring was damaged or contaminated by the cat.

However, this alone may not have been the end of the landlord's claim. The adjudicator also considered the terms of the tenancy agreement to see what conditions were placed on getting permission to keep a pet, or what sanctions were faced if a pet was kept without permission. It was evident from the file that the keeping of a cat had been discussed before the tenancy started, and that the landlord did not agree to this.

The tenancy agreement clearly forbade the tenant from keeping a pet. However the clause concerned did not state any conditions should pets be found in the property. Although the adjudicator accepted that the tenant was in breach of the tenancy agreement by keeping a cat in the property, they could only make an award if they were satisfied that the property was left in a worse condition at the end of the tenancy than it was at the beginning. The evidence did not allow the adjudicator to reach that conclusion.

### So what are the key points here?

- This case highlights the importance of a properly completed check out report, and also shows that supplementary evidence – in this case from a specialist cleaning contractor – can be helpful. Remember, a landlord could claim the cost of obtaining such an opinion if it was reasonable to support their claim.

- Sadly, the tenancy agreement was not well worded. The possibility of keeping a cat was discussed and refused before the tenancy started. It would have been in the landlord's interests to include in the agreement a specially negotiated clause to state that the tenant agreed to the cost of cleaning and flea treatment either as a condition of keeping a pet where permission was given, or where a pet was kept if permission was refused.