



Tenancy Deposit Scheme

Adjudication Digest No 12/2013

The truth will leak out.....

- 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.

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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 truth will leak out

Amount of deposit in dispute:	£ 203.40
Dispute initiated by:	Landlord
Award made:	
Tenant	£ 203.40
Landlord	£ 0.00
Agent	£ 0.00

In this month's case, the landlord claimed that the tenant, whilst resident at the property, caused damage to the bathroom floor. The check out report referred to a number of the floor tiles in the bathroom which had lifted. The landlord believed that these were down to the tenant to make good.

The tenant says that they told the landlord's agent of the problem during a property inspection half-way through the tenancy, and that they are not responsible for the issue. The landlord's agent had presented TDS with copies of their property inspection reports. It was clear from these that the tenant advised the agent of the problem with the floor tiles lifting about 6 months before they left the property.

The landlord's agent also produced email correspondence with a contractor who visited the property to investigate the cause. The contractor said the lifting tiles were due to a leak under the bath. In response to this, the landlord argued that the tenants had delayed reporting the lifting floor tiles, which meant that the repairs needed due to the leak were more significant and more expensive. He also argued that the leak had never happened previously so must be the result of something done by the tenants.

Given the evidence presented, the adjudicator was unable to conclude that the tenant was responsible for the cost of repairs to the tiles or the floor beneath it. The tenant had fulfilled their obligation in the tenancy agreement to report the issue with the tiles to the landlord's agent. There was no evidence to show that the tenants had caused the leak themselves. Although the landlord argued that the repair ought to have been reported sooner, no evidence was presented to show that this was the case. The check in report referred to the bathroom floor as being in good condition when the tenants moved in.

So what are the key points here?

- A tenant would not normally be responsible for repairs and maintenance to the landlord's plumbing system, where a leak had not been caused by the tenants.
- However tenants can be expected to report defects with the property that have not been caused by them, since this will assist a landlord in repairing them and preventing further damage. If they fail to, and the damage is made worse as a result, a tenant might then be responsible for the *increased* repair costs that might otherwise have been avoided.
- Getting an opinion for a suitably qualified professional will help determine the cause of a problem and show where responsibility should lie.