



Adjudication Digest No 02/2013

A difference of opinion.....

- 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.

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: £ 200.00

Dispute initiated by: Agent

Award made:

Tenant £ 100.00

Landlord £ 100.00

Agent £ 0.00

A difference of opinion....

In this month's digest we look at a recent case where the parties had very different views about who was right and wrong – and who was ultimately responsible.

£100.00 was claimed for damage to a light fitting in the hallway. Although the agents state that the damage was caused by the tenants over-tightening the fitting when replacing a bulb, the check out report stated "*Light fitting to ceiling cracked (FWT – Caused by external works to building.)*" Whilst the agents were clear in their own minds what the cause was, no evidence had been produced to show that the inventory clerk was mistaken in their opinion. The adjudicator made no award for this item. If the landlord or agent had remaining concerns about the conclusions reached by the inventory clerk, this was something they would need to raise directly with the clerk.

A further £100.00 was claimed for damage to the living room carpet. The parties appeared to agree that this was caused by the cleaners employed by the tenants who applied a stain remover which they failed to remove in a timely manner. The agents have provided a photograph which confirms the marking. The tenants claimed that it is unfair that they should be charged for a mistake made by cleaners recommended to them by the agents. In this case, the adjudicator took the view that, ultimately, the tenants were responsible for fulfilling their obligations under the tenancy agreement – and would have to take up any concerns which they may have with the cleaners themselves. The adjudicator felt that the amount claimed was reasonable for the damage noted.

So what are the key points here?

- Check in and check out reports are the principal evidence that an adjudicator will consider to assess changes in property condition. Where a landlord or agent considers that an inventory clerk has reached an incorrect conclusion, they will need to produce compelling evidence of this before the adjudicator makes their decision. If they can't, their claim is unlikely to succeed.
- Agents should take care when 'recommending' cleaners – and make clear to tenants that although they can provide details of local contractors, they cannot be held responsible for their work. The tenant will still be responsible for returning the property to the required standard. If they can't, as in this case, because of a fault in the cleaning carried out, the tenants will be liable to their landlord, and will need to raise their grievances with their cleaners themselves.

Contact details

Tenancy Deposit Scheme

PO Box 1255

Hemel Hempstead

Herts HP1 9GN

Tel: 0845 226 7837

Fax: 01442 253 193

Email: member.relations@tds.gb.com

Web: www.tds.gb.com

Join the conversation



The [TDS Member Agents](#) LinkedIn group is available for members to discuss all matters deposit related.



Follow TDS on Twitter [@tenancydeposits](#)