

Adjudication Digest March 2015

“But I used your recommended contractor...”

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:	£ 40.00
Dispute initiated by:	Tenant
Award made:	
Tenant	£0.00
Landlord	£40.00
Agent	£0.00

This month's case looks at how an adjudicator approaches a cleaning claim where the tenant used the services of a contractor recommended by the agent. The landlord claimed £40.00 for damage to a carpet at the end of the tenancy. A comparison of the inventory and check-out report indicated that there was a mark on the living room carpet at the end of the tenancy which had not been there at check-in.

The tenant said that they had asked the agent to recommend a cleaning company specifically so that they could be sure that cleaning was carried out to the required standard at the end of the tenancy. They had let the cleaning company into the property but had not been able to stay until the cleaning was completed and the check-out inspection was conducted.

The tenant was able to provide a number of photographs of the property taken shortly before their departure. The images of the living room, although not particularly detailed, did not show any apparent damage. The tenant said that the damage must have been caused by the contractors and that the agent should take the matter up with them.

The check-out report also included images of the living room carpet taken at the end of the day and after the cleaning had been completed. These showed an area of staining/damage.

The adjudicator concluded that an award was appropriate as the condition of the carpet had deteriorated during the tenancy and the tenant was responsible for returning the property in the same condition at the end of the tenancy.

So what are the key points here?

Although the tenant had been careful to use the services of a recommended cleaning company, the fact that it had been recommended by the agent or landlord does not transfer responsibility for the condition of the property at the end of the tenancy from the tenant to the agent, landlord or contractor.

The tenant should have ensured that they were available to inspect the quality of the work undertaken when the contractor had finished to satisfy themselves that there were no outstanding issues. Any areas of concern could have been addressed at that point.

Agents or landlords responding to a request from a tenant for a recommended contractor would be advised to make sure the tenant understands it is still their responsibility to make sure the job is completed properly.