

Adjudication Digest February 2018

Honest, the mouse was this big!

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:	£254.00
Dispute initiated by: Agent	
Award made:	
Tenant	£254.00
Agent/landlord	£0.00

In this case a landlord claimed £254.00 for the cost of three pest control treatments at the property to deal with mice. The landlord produced an invoice for the cost of the work. The landlord explained that mice droppings had been found in the tenancy after the tenant left and the contractor considered that these were new.

The landlord relied on a clause in the tenancy agreement, which stated “in the event of any infestations arising during the tenancy (unless it is due to an act or omission of the landlord) to carry out at the tenant’s expense any pest control disinfection or fumigation of the premises which may be required.” He claimed that he had done nothing to cause the mice, as he had not been living at the property, so this must be down to the tenant to rectify.

The tenants disputed the claim arguing they reported a mice infestation at the start of the tenancy, which was never fully eradicated. The tenants submitted various emails from the start and during the tenancy in which they report mice sightings. The earliest of those emails was less than a week after the tenancy began, in which the tenants reported sightings of mice as well as old traps present in the property. Subsequent correspondence referred to continued evidence of mice.

The landlord claimed that he arranged pest control treatment at the start of the tenancy when the tenants first complained, and that any subsequent problems were the tenant’s responsibility.

The adjudicator concluded that the evidence presented showed that a mice infestation affected the property before the start of the tenancy. Although the landlord and tenant agreed some work was done to address this, there was no evidence to show whether this had been successful. Thereafter, the tenants had continued to complain about mice. The adjudicator could not conclude that the infestation arose out of this tenancy therefore and the tenants cannot reasonably be held responsible for the cost of pest control treatments during or at the end of the tenancy.

So what are the important points here?



Tenancy Deposit Scheme

The tenancy agreement clause referred to was reasonable if the property was free of mice at the start of the tenancy. The evidence in this case did not show this. The adjudicator cannot make an award solely based on an obligation contained in a tenancy agreement but will want to see evidence that a tenant is at fault.

This case also highlights the importance of documenting clearly what has been done by a landlord to address concerns raised by their tenant about the condition or cleanliness of a property at the start of a tenancy.