



Tenancy Deposit Scheme

Case studies on disputes involving redecoration

- Here are some case studies from TDS on disputes involving agents' fees. We hope that you will find them informative and helpful in deciding if you want to proceed with sending a dispute to us.
- 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.
- Please read this document together with our guide on “How TDS approaches disputes involving redecoration”.

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These case studies show how we might reach different conclusions on claims for redecoration, depending on the evidence presented by the parties to the dispute.

The landlord claims for the cost of redecorating the hall, stairs and landing after a 12 month tenancy. He says the damage to the décor was more than should be expected for the length of the tenancy.

To support the claim the landlord presents:

- a copy of the tenancy agreement;
- a comprehensive 'check in' report, which includes a schedule of condition for the property and its contents. The summary states the property was newly decorated at the start of the tenancy;
- a 'check out' report showing significant differences between 'check in' and 'check out';
- a detailed quotation from a maintenance company, referring to the decorative problems noted at check out, the time spent by the contractor, and the work undertaken;
- dated photographs of the property at the start and end of the tenancy.

The tenants object to the landlord's claim, saying that the sum claimed is too high. They say it makes no allowance for the time they were in the property or for normal wear and tear.

A comparison of the check-in and check-out reports in this case confirmed that the wear to the areas of décor claimed for appeared to exceed what would normally be expected over the course of the tenancy.

The tenancy lasted for approximately 12 months and the décor might reasonably have been expected to last for 5 years in the affected areas.

Because the tenants were a family of 4 including 2 young children, the adjudicator took the view that the landlord should expect a higher than average level of wear and tear.

The landlord was therefore awarded 70% of the amount claimed because it was accepted that areas of the property needed immediate redecoration 4 years 'early' with an allowance for a higher element of wear and tear for the family unit. If a couple had been in occupation, the award might have been around 80% to reflect a lower level of expected wear and tear.

A landlord claims the cost of redecorating a bedroom at the end of the tenancy. He argues that the tenant was responsible for a rapid deterioration in its condition, and that it needs redecoration throughout in order to make good.

To support the claim the landlord presents:

- a check in report which lists various defects throughout the property; there was no schedule of condition summary at check in and no check out report;
- an invoice for redecoration work completed when the tenancy ended (this was not itemised);
- dated photographs for the end of the tenancy only.

The tenant claims that the bedroom was not newly decorated at the start of his tenancy 2 years before. He says that it was 'tired' then and needed redecoration in any event.

The landlord is not entitled to the full cost of redecoration, at the tenant's expense, after a 2 year tenancy. Any award made will need to reflect the bedroom's condition at the start of the tenancy, and allow for the normal wear and tear that would otherwise have occurred during the tenancy.

The check in report showed a number of deficiencies to the property's décor when the tenancy started. There was no information to show when the property was last decorated.

Although the photographs showed that the bedroom was in need of redecoration, the adjudicator did not consider that it was reasonable for the tenant to bear the cost of this – the bedroom was already in a worn condition when the tenancy started two years before.

We may have reached a different conclusion if the decor had been in a noticeably better condition at the start of the tenancy.

A landlord claims for the cost of redecorating a city centre apartment at the end of a six month tenancy. He says that the property was brand new at the start of the tenancy and painted white throughout in a specialist paint.

In support of his claim, the landlord provides:

- a check in report which shows that the property was brand new and neutrally decorated throughout, including photographs of individual rooms;
- photographs of 3 out of the 5 rooms at the end of the tenancy showing noticeable scuff marks;
- a quotation for £3,500 for full redecoration, including woodwork, in a specialist paint. The quotation itemised the charge per room and included parking charges at £30 per day for 2 vehicles for 5 days.

The tenant did not respond to the dispute although had indicated in his correspondence with the landlord that the marks should be regarded as fair wear and tear given the impractical colour of the décor.

Although there was no check out report, the adjudicator was satisfied that the before and after photographs showed that the condition of 3 of the 5 rooms had deteriorated during the tenancy and that the damage was beyond fair wear and tear.

Taking account of the somewhat impractical choice of colour and the fact that there was only 1 occupant of the property, the adjudicator took the view that the tenant should contribute 75% of the cost of redecoration for the 3 rooms evidenced by the photographs.

The award reflected a contribution equivalent to 3 days for parking charges, but not the full cost for 'premium' paint, since there was no evidence that this paint had been used when the flat was first decorated.

A landlord claims for the cost of redecorating a hallway on the basis that the tenant had redecorated the area during the tenancy without permission.

In support of the claim, the landlord supplies:

- a check in report which notes various defects to the walls, which had been painted pale yellow;
- a check out report showing the walls to be in good condition, painted a darker yellow;
- a quotation for the cost of repainting the walls in the original colour.

The tenant claims that the landlord gave permission at the start of the tenancy to repaint various areas, including the hallway, because he had been unable to do the work himself before the start of the tenancy.

Although the tenant was unable to provide evidence to support his claim that the landlord had given permission to redecorate, the adjudicator took the view that the area appeared to be in a better condition in terms of décor at the end of the tenancy than at the beginning and had been painted in a similar colour. The landlord's claim was unsuccessful.

We may have reached a different conclusion if the redecoration had been completed to a poor standard, or the colour chosen by the tenant had been significantly different to the original.