



Who should read this?

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Tenants	Agents	Landlords

Insured / Custodial

Adjudication Digest February 2011

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: £650.00. Dispute initiated by: Tenant.

Award made:	£650.00
Tenant	£550.00
Landlord	£100.00
Agent	£0.00

Voltaire famously said “A long dispute means that both parties are wrong”. With many of the disputes we are presented with, the parties accept that they are at fault, but cannot agree the cost of making amends. In many such cases, landlords and tenants will have very different views about something’s value.

In this month’s case study, a landlord claimed £650.00 for damage to a signed print originally hanging in the property’s lounge. The tenant said that he was given permission to take the picture down and store it in a specified storage area, where it was subsequently destroyed by dampness and mould.

As we all know, both parties are equally entitled to rely on the check in and check out reports to show the condition of a property, or its contents, at the start and end of a tenancy. In this case, the combination of the descriptions of the picture in the check in and check out reports, and photographs of the lounge at the start and end of the tenancy, confirmed that the painting was not at the property when the tenant left.

The adjudicator concluded that the original picture had disappeared, and there was no evidence to confirm that it was damaged as claimed by the tenant. In accordance with the terms of the tenancy agreement he accepted that the tenant should be responsible. So far, so good – the difficulty was how much to award.

The landlord produced correspondence from people who professed to know the history of the picture, but these did not give a clear indication of its provenance and value. Given that the landlord claimed that the picture was of special worth, a written valuation from a recognised art valuer would have been more helpful and persuasive. In the absence of that sort of evidence, the adjudicator was only able to award the landlord a sum of £100.00 for the loss of the painting. £100.00 was considered to be reasonable in general terms for a picture and frame of the type and size described, when there was no specific evidence to gauge its actual provenance or value.


So what are the key points here?

- Make sure that any inventory or check in report documents items accurately.
- If items are of special worth, consider whether you have sufficient information to show this.
- Alternatively, where items are of sentimental value, rare, or expensive to replace, consider whether it is sensible to leave them in the property. It may be better to remove them!

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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