



Case Studies

Who should read this?



Tenants



Agents



Landlords

Insured

Custodial

Redecoration

Adjudication Digest April 2020

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: £300.00

Dispute initiated by: Tenant

Award made:	£300.00
Tenant	£240.00
Landlord	£60.00
Agent	£0.00

The landlord's claim was £300.00 as a contribution towards repair and redecoration to various walls, due to the tenant having added fixings to the walls leaving damage and holes. The landlord provided an invoice totaling £600.00 in support of the claim.

The tenant argued that the landlord was aware of an issue with mould arising during the tenancy that had adversely affected the condition of the décor.

The adjudicator was provided with check-in and check-out reports compiled at the start and end of the tenancy. The walls were recorded as being only in fair or poor condition at the start of the tenancy with marks, dirt and grease noted in numerous areas.

The adjudicator found that, given the poor condition of the décor at the start of the tenancy, and considering that the tenancy lasted two years, the décor was likely to be at the end of its useful lifespan. As such the landlord would have needed to carry out redecoration at the end of the tenancy in any event. No award was made therefore for the repainting of the walls. However, the adjudicator did make an award of £60.00 as a contribution towards the making good of the additional holes to the walls recorded in the check-out report, beyond those already present at the start of the tenancy.

So, what are the key points here?

It is essential that a tenant is aware of the obligations placed on them by the tenancy agreement. In this case the tenant was not permitted to make any alterations to the property without first obtaining the permission of the landlord. If a tenant does obtain permission to alter the property in any way to include adding fixings to the walls, the tenant should be able to provide written evidence of this permission in support of their statement.

When claiming for redecoration, a landlord should consider the residual lifespan of the décor. Décor requires regular updating as part of general maintenance of a property and should be completed at the cost of the landlord every three to five years depending on the location of the area within the property. Without evidence to show that the décor required renewal sooner than it would have done had the damage not occurred, a claim against the tenant's deposit is unlikely to be successful.