

The Adjudicator takes a recent decision by a [Tenancy Deposit Scheme \(TDS\)](#) Adjudicator and sets out the reasoning behind the decision. The aim of these [case studies](#) 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.

The Landlord/Tenants Claim

This edition of The Adjudicator focuses on whether a tenant had caused damage to a property by keeping a cat. The tenant agreed that they did not have permission to keep the cat but argued that there was no damage and no cleaning or pest treatment needed at tenancy end. The tenant stated that the property had been cleaned throughout the tenancy and invoices were produced in support. The landlord claimed that the cat had torn the lino flooring in the kitchen, and that flea treatment was needed to the lounge carpet. The landlord, therefore, wanted to claim £100 from the tenants' deposit.

The Adjudication process

The adjudicator firstly considered the terms of the tenancy agreement to see what provision it made for the keeping of pets within the property, if any. The tenancy agreement clearly prohibited the tenant from keeping a pet, without the permission of the landlord. The tenancy agreement also contained a clause that the tenant was to take all reasonable precautions to prevent infestation of the property and to pay for eradication of any infestation caused by the negligence of the tenant. The adjudicator then considered the check-out report. This made no reference to damage to the kitchen lino and no photographs of the kitchen flooring were included. The report did however contain a photograph of a cat and kittens lying on a carpet, however there was no comment in the check-out report about the existence of any infestation of fleas in the lounge or elsewhere within the property. The report also made no reference to cat hairs being present and referred to the property as having been cleaned to a high standard. No evidence was provided, for example from a contractor, to verify that fleas were present within the property and that treatment was required.

The Adjudicators decision

It was evident from emails prior to the start of the tenancy that the keeping of a cat had been discussed between the landlord and tenant but that the landlord did not agree to this. Although the adjudicator accepted that the tenant was in breach of the tenancy agreement by keeping a cat in the property, they could only consider making an award if they were satisfied that the damage claimed was clearly evidenced and that the kitchen lino was left in a worse condition at the end of the tenancy, taking into account fair wear and tear, than it was at the start and that there was evidence of an infestation of fleas. The evidence did not support the claims as the check-out report did not record any damage to the kitchen lino and there was insufficient evidence to support the need for flea treatment. Based on the evidence it was not possible for the adjudicator to consider an award to the landlord and therefore the disputed deposit amount of £100 was returned to the tenant.

Key points to take away?

- This case highlights the importance of properly completed check-in and check-out reports, and also shows that supplementary evidence, such as supporting photographs and, in this case a specialist pest control contractor, can be helpful. Remember, a landlord could claim the cost of obtaining such an opinion if it was reasonable to support their claim.
- In order to provide comfort to a landlord from damage caused by pets, consider a pet clause in the tenancy agreement or an addendum to an existing tenancy agreement which sets out what is expected from the tenant as a result of consent being given to keep a pet, for example, that the tenant agrees to the cost of cleaning and flea treatment.