



**SafeDeposits  
Scotland**

# **Adjudication digest No 12/2015**

## **When cleaners don't clean**

- **The adjudication digest takes a recent decision by a SafeDeposits adjudicator and sets out the reasons behind it. We hope that you will find these digests informative in understanding how we reach our adjudication decisions.**
- **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.**



**03333 213 136**  
**safedepositsscotland.com**

**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 parties involved have been removed and this is only a brief summary of the dispute.**

## **When cleaners don't clean**

In this month's issue of the digest, we look at an adjudicator's approach to outstanding cleaning at the end of the tenancy.

<b>Amount of deposit in dispute</b>	<b>£72.00</b>
<b>Award to tenant</b>	<b>£72.00</b>
<b>Award to agent (on behalf of landlord)</b>	<b>£0.00</b>

There was a dispute at the end of the tenancy about outstanding cleaning where a professional contractor had been involved. The evidence showed that the tenants had approached the agent before the end of the tenancy and asked for a recommendation for a contractor to carry out professional cleaning. The agent sent the tenants a list of their recommended contractors. At the bottom of the list, the agent commented that, in the event that there were any issues with the standard of cleaning carried out by the contractor, they (the agents) would address this directly with them.

The tenants employed the services of one of the contractors. However, the check-out report showed that there were some oversights with the cleaning. The inventory showed that the property had been professionally cleaned for the start of the tenancy.

The tenants submitted email correspondence with the agent following the check out. The agent confirmed that they would contact the contractor to ensure that the cleaning oversights were rectified.

The adjudicator concluded in the particular circumstances of this case that the tenant should not meet the cost of any further cleaning.

## **So what are the key points here?**

A tenant would usually be responsible for ensuring that a contractor they used completed their work satisfactorily, and to compensate the landlord for any unmet loss.

However, where an agent has effectively guaranteed that the work would be carried out satisfactorily, or that they would deal with any follow up work directly with the contractor, it is reasonable that the tenant should rely on that assurance.

Any remaining issues are therefore between the agent and the landlord.

The same argument would not apply if the contractor themselves guaranteed directly to the tenant that they would return to complete any outstanding work. If they failed to do so, the tenant would still need to compensate the landlord for the outstanding work.



**SafeDeposits  
Scotland**

**SafeDeposits Scotland  
Lower Ground  
250 West George Street  
Glasgow  
G2 4QY**

**E: [info@safedepositsscotland.com](mailto:info@safedepositsscotland.com)  
W: [safedepositsscotland.com](http://safedepositsscotland.com)  
T: 03333 213 136**