

## **Adjudication Digest No 02/2013**

### **The tenant didn't object at the time...**

- **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.**



**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.**

## **The tenant didn't object at the time...**

This month's case looks at the interpretation of inventories and how an adjudicator might deal with a tenant's failure to return a signed copy of the inventory at the start of the tenancy. Does that mean that the tenant accepts the inventory contents? What about things the inventory doesn't mention?

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| <b>Amount of deposit in dispute</b>           | <b>£385</b> |
| <b>Award to tenant</b>                        | <b>£274</b> |
| <b>Award to agent (on behalf of landlord)</b> | <b>£111</b> |

This dispute was about cleaning and redecoration of a bedroom. The landlord claimed £200 for an end of tenancy clean and £185 to redecorate a bedroom which had been covered in children's stickers. When the landlord attempted to remove them, the underlying paintwork was damaged.

The agent provided an inventory from the start of the tenancy and an updated inventory from the end of the term. The check-out inventory described the property as in need of a medium clean throughout, including the windows. It also noted damage to three of the four bedroom walls where multiple stickers had been added and unsuccessfully removed. A number of end of tenancy photos were provided to illustrate the level of cleanliness and the damage to the walls.

The inventory from the start of the tenancy noted that the bedroom walls were in good condition other than some light marking around the light socket.

There was also a general disclaimer in the inventory to the effect that all items were in good condition unless otherwise stated. There was no specific reference to cleanliness. The inventory had not been signed by the tenant, but it contained wording to indicate that the tenant would be deemed to have accepted the inventory and its contents unless an amended copy was returned to the agents within 10 days of the start of the tenancy.

The agent also provided invoices of £200 for cleaning and £250 for decoration, £185 of which related to the bedroom.

The tenant said that the inventory was invalid because they had not signed it. According to the tenant, the property needed to be cleaned at the start of the tenancy and they had spent 3 days after they moved in cleaning it. They did not agree that they should pay for cleaning at the end of the tenancy because of this. In relation to the redecoration claim, the tenant said that they had been told it would *'not be a problem'* if they put stickers up in one of the bedrooms.

When considering the claim for cleaning, the adjudicator was faced with a number of issues. Although the inventory had not been signed, there was no evidence from the tenant to demonstrate that the property was not clean or they objected to the standard of cleanliness at the start of the tenancy. The adjudicator was therefore prepared to accept the contents of the inventory at face value. However, the adjudicator was unable to determine from the inventory whether the property had been cleaned for the start of the tenancy and, if so, to what standard. This was because the adjudicator could not assume that items in *'good'* condition were also in *'clean'* condition. Although there was evidence from the end of the

tenancy that the property was in need of cleaning, in the absence of comparable evidence from the start of the tenancy, the adjudicator was unable to make an award.

In relation to redecoration, the inventory from the start and end of the tenancy demonstrated that the condition of the walls had deteriorated and that the damage was beyond fair wear and tear. The tenant was not able to demonstrate that they had been given unconditional permission to apply stickers to the walls and the tenant was therefore liable to compensate the landlord for the cost of restoring the walls to their pre-tenancy condition, allowing for fair wear and tear.

Taking into account of the condition at the start of the tenancy, and the length of the tenancy (1 year), the adjudicator considered that it would be fair and reasonable for the tenant to contribute 3/5ths of the redecoration cost.

### So what are the key points here?

The inventory from the start of the tenancy needs to refer to condition and cleanliness. It is possible to use a general disclaimer, but it needs to refer to items being '*in good and clean condition*', or something similar, unless otherwise stated.

Alternative ways of describing cleanliness would be to say in the inventory that the property had been cleaned to a professional/good standard for the start of the tenancy; or to mark the cleanliness of each item individually.

When a tenant signs an inventory (or is deemed to have accepted its contents), they are agreeing to what the inventory says, but not to anything which is not included or on which the inventory is silent. It is therefore important to include as much detail in the inventory as possible.

If a tenant claims that the property was not in the condition illustrated by the inventory, the tenant needs to demonstrate that they amended the inventory or raised their concerns with the landlord or agent at the start of the tenancy. It is too late to raise such concerns at the end.



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