

Adjudication Digest No 01/2013

But the landlord didn't get the work done...

- **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.

But the landlord didn't get the work done...

This month we look at what happens when the tenant objects to paying for something at the end of the tenancy because the landlord has not had the work done at all or has not used a third party contractor. Does this make a difference?

Amount of deposit in dispute	£200
Award to tenant	£ 90
Award to agent (on behalf of landlord)	£110

There were two issues in dispute in this case: the first was about cleaning and the second concerned damage to a sofa.

The tenant agreed that additional cleaning was needed at the end of the tenancy, but considered that the landlord was claiming too much. The tenant had offered to pay half of the landlord's claim and this was sent to the agent before adjudication. The adjudicator had to consider whether any further award was justified.

The agent had provided an inventory and check out report and some additional photographs of the oven, fridge/freezer and shower, taken at the end of the tenancy. The check out report contained the comment '*Property needs cleaned for the next tenant*'. The photos showed a grubby oven, food and debris left in the fridge, a frosted freezer and some mould to the grouting in the shower.

The inventory said very little about the cleanliness of the property at the start of the tenancy, but it did refer to the oven and white goods as being clean.

The tenant agreed to the deduction of £90 before adjudication on the basis that they had not had time to clean the oven or fridge/freezer and that '*we could have done a better job with the hoover, but we were being told to hurry by the agent*'. But the tenant was also sure that the landlord was going to do the work themselves and £90 was enough for his time.

What did the adjudicator know about how clean the property was at the start of the tenancy? The agent hadn't mentioned it, nor had the tenant and the information in the inventory was limited. The adjudicator could see that the oven and fridge/freezer were less clean at the end of the tenancy and the tenant's comments indicated the need for some more careful attention to vacuuming the carpets. But that was the extent of it and the adjudicator concluded that the £90 the tenant had already paid was sufficient to deal with these items.

Did it matter that the landlord might do the work himself? No – the landlord is entitled to do the work himself rather than using an outside contractor.

The adjudicator also had to look at the damage to the sofa, which the tenant admitted to having caused. The tenant did not specifically object to the amount the landlord was asking for but he said that he knew the next tenant in the property and had been told that the sofa had not been repaired or replaced. Why should he pay if the landlord was just going to '*pocket the money?*'

The main point here is understanding what the landlord's loss is. His loss is not what he spends in putting things right. It is what the evidence shows in terms of damage beyond fair wear and tear and what it would cost for him to put it right if he chose to. As it happens, in this case, the tenant did not have an issue with the amount the landlord was claiming, so the adjudicator was able to explain the position and award the amount claimed by the landlord.

So what are the key points here?

When making a claim for cleaning or damage, the main evidence the adjudicator will look for is a comprehensive inventory and check out report. These will help the adjudicator to understand what has changed in the property between the start and end of the tenancy.

The landlord's loss is demonstrated by the evidence of change, not by the amount he spends. A landlord can't rely on recovering the full cost of what he spends. This will depend on the circumstances.

It is not necessary to use a third party contractor to carry out any work. A landlord can do this themselves. They can charge the reasonable cost of doing that work, which may be different from what they earn in their 'day job'.

The landlord does not have to spend any money awarded in remedying the loss. Of course, if he leaves work undone, this might affect his ability to get a new tenant or the maximum rent, but that is a choice for him to make.



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