



**SafeDeposits  
Scotland**

# **Adjudication digest No 06/2016**

## **Say goodbye to stains**

- **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.**



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**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.**

## Say goodbye to stains

We're looking at an adjudicator's approach to a claim for a dirty oven and hob and stained mattress in this month's edition of the digest.

<b>Amount of deposit in dispute</b>	<b>£342.00</b>
<b>Award to tenant</b>	<b>£212.00</b>
<b>Award to landlord</b>	<b>£130.00</b>

The tenancy agreement provided by the landlord identified the tenants' obligations during, and at the conclusion of, the tenancy. The tenants were obligated to "keep the property in a clean and tidy condition... [and] leave the property in the same condition as they had found it at the start of the tenancy."

The landlord claimed £80 to have the kitchen oven and hob professionally cleaned. The check-in report confirmed the property was "cleaned to a professional standard" at the start of the tenancy and the landlord also provided a dated invoice from a cleaning contractor to support this claim. While there were some handwritten notes on the check-in report by the tenants – for example, a light was not working – there was no mention of any cleaning required. In comparison, the check-out report noted that the kitchen oven and hob was dirty with greasy residue and burned black stains. The check-in and check-out reports included photos of the kitchen, including close-up photos of the oven and hob, at the start and end of the tenancy.

The adjudicator was satisfied that by the end of the tenancy, on the basis of a comparison between the check-in and check-out reports, the property was less clean than it had been at the start. While no invoice or quote was submitted to substantiate the amount claimed for, the adjudicator considered that the charge was fair and reasonable on the basis of the deterioration evident over the course over the tenancy. The adjudicator also took into consideration that the property was in Aberdeen, which has some of the highest cleaning contractor charges in Scotland.

The landlord claimed £262 for the damage to the mattress. The check-out report noted that the mattress was stained in two areas. While the landlord stated that the mattress was about a year old at the start of the tenancy, no evidence was submitted to support this claim, such as a purchase receipt. The landlord also didn't provide any evidence to substantiate the amount claimed for. While the adjudicator was satisfied that the mattress was stained during the tenancy, she considered it reasonable in the circumstances that cleaning should be attempted prior to replacement. Accordingly, on the basis of the evidence provided, the adjudicator awarded £50 – the cost of cleaning – to the landlord.

## So what are the key points here?

In order to make an award for cleaning or damage, the adjudicator must see evidence that the cleanliness and condition of the property deteriorated between the start and end of the tenancy. A comparison of sufficiently detailed check-in and check-in reports should clearly show if the property and its contents have changed during the tenancy. Remember that condition is not the same as cleanliness: if the check-in report only mentions condition, the

adjudicator won't be able to determine if the property is less clean at the end of the tenancy than it was at the start.

It's also helpful if the landlord provides evidence to substantiate the amount claimed for, such as an invoice or quote for having work carried out the end of the tenancy, or a receipt for money spent before the tenant moved in (e.g. a purchase receipt for a new washing machine, an invoice for having the property professionally cleaned, etc.). This type of evidence will help prove that the amount claimed for is fair and reasonable.

As the deposit doesn't provide a "new for old" cover in the same way that insurance does, claims for damage don't usually result in an award for the full replacement value of an item. The adjudicator must take into account the age and condition of the item at the beginning of the tenancy, expected wear and tear throughout the tenancy and the most appropriate remedy in making any award. Replacement of a damaged item will usually only be justified if an item is damaged beyond economic repair or its condition makes it unusable. If replacement can't be justified, repair or cleaning is a more likely award.



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