

Tenancy Deposit Protection Adjudication Case Study Bulletin Twenty One: 4th March 2010

Case Study One:

The total amount paid to the Agents as Deposit at the commencement of the tenancy was £1,592.28, of which £1,300.00 is currently in dispute. The Agents submit that they are entitled to retain £1,210.00 from the Deposit to compensate towards losses arising as a result the Tenant's breaches of the Tenancy Agreement, relating mainly to (i) cleaning; (ii) replacement of the sofa; (iii) general painting and repairs and (iv) cost of the Check-Out report.

The Tenant accepts to pay some contribution towards the costs mentioned above, but denies being liable towards the Landlord for the total amount claimed. The Adjudicator awards the total sum of £630.00 to the Tenant and £670.00 to the Agents. These are the Adjudicator's reasons: a) the Tenant was contractually bound to professionally clean the Property at the end of the tenancy and to pay for the replacement of the damaged sofa; b) the Agents failed to carry out the Check-Out report in the Tenant's presence and failed to provide documentary evidence in support of the amount claimed; c) with regards to the repainting and repairs and the Agents have failed to demonstrate the Tenant's liability for these costs.

Case Study Two:

The Landlords claimed to be entitled to retain £402 out of the deposit of £1,275 on the grounds that the Tenant, in breach of covenant, left the property in unclean condition and failed to maintain the garden, and the Landlords incurred the expense of cleaning and gardening work, and certain other items of repair. The Tenant acknowledged liability for the cost of cleaning the hall carpet, but otherwise denied liability for any of the amounts claimed by the Landlords, saying that she left the property as clean as it was at the beginning of the tenancy, and was not made aware of any obligation to maintain the garden.

The Adjudicator looked at photographs and schedules of condition and found that the Tenant had left the property in unclean condition, and had failed to maintain the gardens. In the absence of any satisfactory invoice, estimate or receipt, he assessed the cost of cleaning at £50 and the cost of gardening work at £150. He rejected a claim for damage to a manhole cover on the ground that it was caused by fair wear and tear, but allowed the cost of £40, representing the part of a bill for £70 attributable to removing broadband wiring from one room and refitting it in another room.

The Adjudicator therefore directed the return of £240 to the Landlords and £162 to the Tenant.

Case Study Three:

The total amount of £495.00 paid to the Agents as Deposit at the commencement of the tenancy is currently in dispute.

The Agents submit that they are entitled to retain the disputed amount to compensate towards losses arising as a result the Tenant's breaches of the Tenancy Agreement, relating mainly to (i) repainting of the kitchen units; (ii) replacement of living room carpet; window blinds and keys. The Tenant denies any liability towards the Landlord and submits that he is entitled to be returned the total amount in dispute.

The Adjudicator awards the total sum of £150.00 to the Agents and £345.00 to the Tenant in as much as, except for the kitchen units, the Agents have failed to demonstrate the Tenant's liability under the Tenancy Agreement with regards to the alleged costs incurred.

Case Study Four:

The total amount paid to the Agents as Deposit at the commencement of the tenancy was £2,190.00, of which £1,947.34 was in dispute.

The Agents submit that they are entitled to retain the total amount in dispute to compensate towards losses arising as a result the Tenant's breaches of the Tenancy Agreement, relating mainly to (i) unpaid rent; (ii) administration fees and (iii) damages to the Property.

The Tenant accepts to pay some contribution towards the costs mentioned above, but denies being liable towards the Landlord for the total amount claimed.

The Adjudicator, having carefully considered the submissions of the parties and the documents provided, hereby DECIDES and DIRECTS to return the total sum of £1,667.34 to the Tenant and £280.00 to the Agents in as much as they have failed to provide sufficient documentary evidence to demonstrate the Tenant's liability under the Tenancy Agreement with regards to most of the items claimed.

Case Study Five:

At the end of the tenancy the Landlord retained the whole of the deposit without giving a reason for doing so. The Tenant claimed the repayment of his deposit and produced the check out report, which recorded that he left the property in a good clean condition. The Adjudicator directed that the deposit be repaid to the Tenant.

Case Study Six:

The Landlord wanted to retain £896.02 for a) clearing rubbish £282.00, b) maintenance £330.00, c) gardening £100.00, d) aborted Check-out fee £45.00, e) late rent administration fee £11.50, f) new key £17.25, g) outstanding rent £100.27, and h) new toaster £10.00.

Directing that the £203.97 be refunded to the Landlord and £692.05 to the Tenant, the Adjudicator found that the Landlord's claims for gardening and outstanding rent were proven. However, the claims for the late rent administration fee and the administration fee for cutting a key were the subject of unfair terms within the tenancy agreement and were reduced. The Adjudicator directed the Landlord to the OFCOM publication entitled "Guidance on unfair terms in tenancy agreements" for further information.

The remainder of the claim failed due to a) lack of an agreed Check-in Inventory, b) the Tenant's Check-in inventory noted considerable damage and dirt, and c) the burnt very cheap but still working toaster was found to be damaged due to fair wear and tear. Finally, no evidence had been provided to show that there was an aborted Check-out.

Case Study Seven:

The total amount paid to the Agents as Deposit at the commencement of the tenancy was £2,280.00, of which £1,697.25 is currently in dispute.

The Agents submit that the Landlord's full claim amounts to £2,086.07, but that the Tenant is disputing the amount of £1,697.25, which they submit they are entitled to retain from the Deposit to compensate towards losses arising as a result the Tenant's breaches of the Tenancy Agreement, relating mainly to professional cleaning and dilapidations to the Property.

On the other hand, the Tenant denies any liability towards the Landlord and submits that he is entitled to be returned the disputed amount.

The Adjudicator awards the total sum of £1,489.52 to the Agents and £207.73 to the Tenant in as much as the latter has failed to disprove any of the Agents' submissions.

Case Study Eight:

The Landlord originally wished to retain £472.41 for a) cleaning £319.70, b) vacuum fitting £5.00, c) blind fixing £5.75, d) rubbish removal £68.11, e) grill handle £13.64, f) study chair £24.00, g) light shades £4.56, and h) £31.65 for mattress covers. The Tenant conceded costs totalling £71.70, so there was a balance left of £400.70.

Directing that the £400.70 be refunded to the Landlord the Adjudicator noted that the defence was probably the best he had seen. There was a) a Check-in report, b) Check-out report, c) all invoices, d) a Video taken at Check-out. These were all referred to with a detailed explanation and argument with regards to each item.

Case Study Nine:

The Landlord claimed to be entitled to retain the whole of the deposit of £1,500 on the ground that the Tenant was in breach of covenant and the Landlord had been caused to incur costs of £1,105 for property repairs, £200 for cleaning, and £475 for legal costs.

The Tenant asserted that she was not in breach of covenant, and did not cause any property damage, and that the costs claimed by the Landlord were in any event excessive;

The Adjudicator found, on the balance of probabilities, that the Tenant had not caused the damage complained of, to the front door and to a shower trap. The Tenant was liable for £50 in respect of cleaning the cooker, and £10 for the extra cost of redecoration caused by having to refill holes in the walls. The rent had always been paid on time, and the legal costs were not costs that a reasonable Landlord would have incurred in view of the limited extent of the Tenant's breaches of covenant.

The Adjudicator directed the return of the sum of £60 to the Landlord, and the balance of the deposit, namely £1,440, to the Tenant.

Case Study Ten:

The Landlord claimed to be entitled to retain the whole of the deposit of £1,250 on the following grounds: (i)The Tenant sub-let the property, in breach of the tenancy agreement; (ii)The Tenant caused damage to the property by fitting a satellite dish and cables, and by making holes in internal walls for loudspeakers; (iii)The Tenant, or his sub-Tenant, made a hole in the bath, which leaked water and damaged the ceiling of the toilet below. (b)The Tenant made no admissions as to any of the Landlord's allegations, but asserted that he was given one week's notice to vacate the property as a result of asking the Landlord to repair the washing machine, and was obliged to vacate the property before the end of the tenancy.

The Adjudicator found, on the balance of probabilities, that the Landlord had suffered no loss by reason of any unlawful subletting, or by reason of the fitting of a satellite dish and cabling. The Tenant was in breach of covenant by reason of failing to make good screw or nail holes and by reason of failing to clean a shower cubicle, and in the absence of any inventories, estimates or invoices, the cost to the Landlord was assessed at £25.

The Adjudicator directed the return of the sum of £25 to the Landlord, and the balance of the deposit, namely £1,225, to the Tenant.

Case Study Eleven:

The Tenant was seeking return of the deposit of £1,162.50 after 4 years in occupation.

The Landlord provided a short email and three invoices for a) carpet cleaning £70.00, b) steam cleaning etc £201.25, and c) decoration works £50.00.

Directing that £70.00 be refunded to the Landlord and the balance to the Tenant, the Adjudicator found that apart from the charge of £70.00 which the Tenant acknowledged, no evidence had been provided to justify retaining anything else.

Case Study Twelve:

The Tenant was seeking return of the deposit of £1,474.00.

The Landlord was seeking to retain £1,150.00 of the £1,474.00 deposit in lieu of unpaid rent.

Directing that the £1,474.00 be refunded to the Tenant, the Adjudicator found that the Tenant had provided signed cash receipts from the Landlord proving that he had paid all the rent owed.

Case Study Thirteen:

The Landlord was seeking to retain £410.00 for a) net curtains £40.00, b) damaged fence £80.00, c) outside WC door £190.00, and d) garage and garden clearance and house cleaning £100.00.

Directing that the £140.00 be refunded to the Landlord and £270.00 to the Tenant, the Adjudicator found that the Landlord had provided sufficient evidence (including a Section 8 Notice) to justify the charges for the curtain and clearance/cleaning charges.

However, there was nothing to show the condition of the other two items on the Check-in Inventory (and the photos did not help) and the photos provided showing builder's work being carried out at the Tenant's Property and at the Landlord's Property next door gave the Adjudicator reasons to conclude that the Landlord had not provided enough to show that it was the Tenant who had caused the damage.

Case Study Fourteen:

The Tenant was seeking return of £300.00 outstanding from the deposit of £800.00, but conceded that £100.00 was due for cleaning.

The Landlord has provided one invoice for decoration in the sum of £660.00, plus 5 photos. There was no formal submission, explanation etc to explain and substantiate the sum being withheld.

Directing that £100.00 be refunded to the Landlord and £200.00 to the Tenant, the Adjudicator noted that but for the Tenant's acknowledgement that £100.00 was due, the Landlord would have received nothing back due to the lack of evidence.

Case Study Fifteen:

The Landlord claimed to be entitled to retain the whole of the deposit of £525 for the following reasons: (i) The Tenant failed to vacate the property promptly at the termination of the tenancy; (ii) The Tenant failed to keep the property in clean condition and good repair; (iii) The additional rent due, and the cost to the Landlord of rectifying these matters, exceeded the total amount of the deposit.

The Tenant asserted that the extended occupation of the tenancy was only 4 days; That the property was cleaned as well as possible, and the cost of necessary rectification work would not exceed £200.

The Landlord was entitled to 4 days' rent for the period of continued occupation by the Tenant, and a further 3 days for the period when the property would have to be vacant while redecoration was carried out. Therefore the Landlord was entitled to the rent claimed for a whole week.

The Tenant was in breach of a covenant to keep the property clean and in repair, and the Landlord was therefore entitled to £400 for redecoration costs. These two claims were sufficient to entitle the Landlord to retain the whole of the deposit, but the Landlord was also entitled to recover further amounts in respect of missing items of equipment and necessary repairs.

The Adjudicator directed that the whole deposit be paid to the Landlord.

Case Study Sixteen:

The Landlord claimed against the Deposit in the sum of £1400 in respect of a significant number of items of disrepair and cleaning. The Adjudicator considered in respect of each claim whether the Landlord had proved that the Tenant was in breach of the Tenancy Agreement, including whether the Landlord had not proved whether damage was reasonable wear and tear and also whether the Landlord had proved the loss claimed. The Adjudicator discounted claims for a torn sofa because the Landlord had claimed a new rather than second-hand value and reduced claims for a replacement mattress and repainting to take account of the fact that by the Landlord's remedial action he had achieved a degree of betterment. The Adjudicator found that the Landlord was entitled to retain the sum of £778.88 in respect of: general cleaning (£50), replacement faux leather sofa and disposal costs (£455), repainting one room (£130), replacing a paper lampshade (£4), replacing a stained mattress (£77.38) and carpet cleaning in one room (£62.50). The Adjudicator directed that the balance of £621.12 be returned to the Tenant.

Case Study Seventeen:

The case concerned a Landlord's claim to retain £80 from the deposit in respect of a failure to maintain the garden. The Adjudicator found that the Tenant was in breach of the Tenancy Agreement in respect of a failure to weed, but the Landlord had not proved that there was a failure to prune which amounted to a breach of the Tenancy Agreement. Of the claim for £80, the Adjudicator found that the Landlord could retain £25 in respect of removal of weeds but could not claim for "weed spraying" because if the weeds had already been removed, spraying would not have been necessary to remove them and it was not clear whether the spraying was intended to deter re-growth. The Tenant was not required to deter re-growth after the letting had ended. A claim for "general maintenance" also failed because the Landlord had not proved that this related to a breach of the Tenancy Agreement. The Adjudicator directed that £25 be paid to the Landlord and the balance returned to the Tenant.

Case Study Eighteen:

The Landlord claimed £350 from the Deposit in respect of damage to a wooden floor and the need to clean the oven and the flat. The Landlord had provided no photographs, invoices or other evidence which showed either that the damage to the floor and the lack of cleanliness alleged was a breach of the Tenancy Agreement nor had he proved that the Landlord had made any expenditure to remedy the situation. The Adjudicator found that the Landlord had not proved his case and directed that the protected amount of the Deposit should be returned to the Tenant.

Case Study Nineteen:

The Landlord claimed against the deposit in respect of a payment made to a cleaning company and Agents handling charge and in respect of the replacement costs of a 9 year old carpet which was said to have had a burn mark. The latter claim had not been fully quantified because although the Landlord wished to receive the replacement costs of £170, he recognised that a reduction was due for betterment. The Adjudicator found that the Tenant had arranged the cleaning but had not been invoiced. The Tenant's failure to pay had not been a breach of the Tenancy Agreement and the Agents were not entitled to claim the handling fee. In respect of the carpet the Agents had produced no photographs and no evidence of the condition of the carpet at the start of the letting and it was not clear how significant on a 9 year old carpet the burn mark might have been. It did not seem to show in the Tenant's photographs. The Landlord had not replaced the carpet three months after the letting and the Agents had produced no clear evidence that he would do so. The Adjudicator found that the Landlord had not proved that he had suffered a loss in respect of this aging carpet. The Adjudicator directed that £65 be paid to the Landlord because he had paid the cleaners and the balance was directed to be returned to the Tenant.

Case Study Twenty:

The Agents claimed the Deposit by way of statutory declaration for arrears of rent and non-payment of the check-out fee. It was said that the Tenant had run away. Apart from asserting that this had occurred, however, and detailing the months to which the rent claim related, the Adjudicator was provided with no other information. No information was provided, for example, about when the Tenant was said to have left, as to the pattern of rent payment after the expiry of the Tenancy Agreement (which had provided for quarterly payments) or as to whether the claim related to a time when the Tenant was in occupation or after he had left. No supporting documentation (for example, bank statements) were submitted to show that rent was not received. There was no explanation about how it came about that the Landlord discovered the Tenant's absence or when the Property was taken back by the Landlord or whether, if it was taken back during the two months, it was re-let. All these considerations were relevant to whether the Landlord was entitled to claim all or some of the arrears of rent claimed. There was no evidence at all that a check-out inspection occurred. In the light of this absence of relevant evidence, the Adjudicator directed that the deposit be returned to the Tenant.

Case Study Twenty-one:

The Landlord claimed to be entitled to retain the whole of the deposit of £470 for the following reasons: (i) The Tenant caused damage by drilling a hole in the double-glazed bay window of the sitting room (ii) The Tenant failed to pay a full month's rent at the end of the tenancy; (iii) The Tenant decorated the property without the Landlord's permission; (iv) The Tenant removed or destroyed during the tenancy a curtain rail, two sink plugs and an edge trimmer.

The Tenant denied the Landlord's claims, apart from admitting that a sink plug and an edge trimmer were accidentally packed and removed from the property at the end of the tenancy. He complained that there were defects in the property during the tenancy that the Landlord failed to rectify when notified of them. On the balance of probabilities, the Tenant had not caused the damage to the double-glazed window unit. The Landlord had failed to prove he had suffered any loss by reason of that damage, or by reason of the Tenant's breach of covenant in decorating the property without the Landlord's prior consent. The Tenant had sent letters to the Landlord, who should have realized that the Tenant was ready to return the sink plug and the edge trimmer. There was no evidence of any arrears of rent, and therefore the claim for rent, and for administration charges, failed. In any event, the provision in the tenancy agreement for payment

of £5 per day if any rent was overdue constituted a penalty, and was unenforceable at common law.

There was insufficient evidence to support the Tenant's complaints against the Landlord, and in any event, the Adjudicator could not make any order exceeding the amount of the deposit.

The Adjudicator directed the return of the whole deposit of £470 to the Tenant.

Case Study Twenty-two:

The Landlord claimed £500 from the deposit in respect of rubbish left in the garden which needed to be cleared, damage to kitchen units and re-painting where the Tenant had carried out painting work that was not of a professional standard. The Adjudicator found that the Landlord had been notified that the local Council would remove the certain types of rubbish free of charge and he had provided the Adjudicator with no explanation as to why the Council's service had not been used. The damage to the kitchen units had not been properly identified, there was no Inventory and no photographs and the invoice did not describe work to two units. As for the re-painting, the Landlord had similarly not provided information or photographs about what was wrong with the Tenant's re-painting. The Adjudicator found in the light of the existence of the free service that the Landlord had not established that it was reasonable for him to incur the expense of removing the rubbish privately. In respect of the other claims the Landlord had not proved that the Tenant was liable under the Tenancy Agreement : the damage to the kitchen units was not proved and he had not proved that the painting was inadequate. The Adjudicator directed that the protected sum of £500 be returned to the Tenant.

Case Study Twenty-three:

The Landlord claimed £337.71 for cleaning, replacement carpets, damage to a wall, petrol and phone calls. The Tenant had denied liability. The Adjudicator found that by reference to photographs and an Inventory the Landlord had proved that she was entitled to make deductions for cleaning but had not proved that the Tenant had been responsible for the conduct which would have made him liable for replacement (as opposed to cleaning) of the carpets. There was no evidence that the Landlord had spent any money in respect of the hole in the wall and the claims for petrol and call charges were not made out. The Adjudicator directed that £80 be paid to the Landlord and the balance returned to the Tenant.

Case Study Twenty-four:

The Landlord claimed £475 for work done to the drains in the house at the end of the tenancy. The Landlord blamed the Tenant for blocking the shower and/or not revealing that there was a problem with the shower, but he submitted no very clear evidence that the Tenant was at fault, particularly as the plumbers' invoice also related to the kitchen drains. The Adjudicator considered the effect of s.11 of the Landlord & Tenant Act 1985 and the Tenancy Agreement and decided that in the absence of evidence of negligence, deliberate damage or breach of the Tenancy Agreement by the Tenant, the Landlord was not entitled to succeed. The Adjudicator directed that £475 be returned to the Tenant.

Case Study Twenty-five:

The total amount of £1,473.33 paid to the Agents as Deposit at the commencement of the tenancy is currently in dispute.

The Tenant denies any liability towards the Agents and submits that she is entitled to be returned the total amount in dispute.

The Agents submit that they are entitled to retain the total amount in dispute to compensate towards losses arising as a result the Tenant's breaches of the Tenancy Agreement, relating mainly to (i) unpaid rent; (ii) cleaning charges and (iii) missing items.

The Adjudicator awards to return the total sum of £1,473.00 to the Tenant. These are his reasons:

The Agents' have failed to demonstrate the Tenant's liability with regards to the items claimed.

Case Study Twenty-six:

The total amount of £761.00 paid to the Landlord as Deposit at the commencement of the tenancy was in dispute.

The Tenant denies any liability towards the Landlord and submits that he is entitled to be returned the total amount in dispute.

The Landlord submits that he is entitled to retain £334.50 from the amount in dispute as compensation towards the losses arising as a result of the Tenant's breaches of the Tenancy Agreement relating mainly to (i) administrative charges; (ii) cleaning; (iii) unpaid rent and (iv) repairs.

The Adjudicator returns the total sum of £35.00 to the Landlord and £726.00 to the Tenant in as much as he did not have enough information to make a finding on most of the items claimed, except for one late rent reminder charge of £35.00.

Case Study Twenty-seven:

The Tenant was seeking return of the total deposit of £495.00, which the Landlord was seeking to retain for items in the Dining room, Kitchen, Bedrooms 1 & 2, Garden and Garage.

Directing that £50.00.00 be refunded to the Landlord and £445.00 to the Tenant, the Adjudicator found that apart from the Tenant acknowledging she had taken the new wall units she had put in, there was not sufficient evidence to justify the Landlord's claim. There was no Check-out Inventory and the one quote had many flaws, including listing items considered as betterment as well as two items not even on the Landlord's list of alleged defects. The £50.00 was therefore allowed as a contribution to re-hang the old kitchen wall units.

Case Study Twenty-eight:

The Landlord was seeking to retain the £420.00 for a) Cleaning £60.00, b) Table Repair £180.00, c) Couch Stains £70.00, d) Floor scratches £60.00, and e) Paint on walls £70.00.

The Adjudicator noted that the sums claimed actually totalled £440.00 adding that he could only decide on the sum of £420.00 which remained in dispute.

Directing that the £420.00.00 be refunded to the Tenant, the Adjudicator found that although she had provided much evidence, there was a) no evidence of cost, b) evidence to show that the work being claimed for had not actually been done before the new Tenant moved in and, crucially, c) there was no actual Check-out Inventory.

The Landlord relied on the new Check-in Inventory for a new Tenant which was carried out 4 days after the old Tenant had vacated. The Adjudicator noted that the alleged damage could have occurred over those 4 days.

Case Study Twenty-nine:

The Landlords were seeking to retain £1,545.00, but had not provided a reconciliation of the items for which deductions were being sought.

The Adjudicator ascertained by way of correspondence submitted that the Landlords were seeking to claim a) £251.77 for the alarm repairs, b) £60.00 for missing Satellite cable repairs, and c) £69.00 Administration Fee.

The claims for the alarm repairs and satellite cable repairs succeeded as there was sufficient evidence by way of statements, invoices and photos to justify the claims. However, there was no explanation regarding the administration fee which therefore failed.

The Adjudicator therefore directed that £1,233.23 be refunded to the Tenant and £311.77 to the Landlord.

Case Study Thirty:

The Landlord was seeking to retain the £745.55 for a) a general clean, b) redecoration and replacement of sink food catchers, and c) carpet replacement due to ink stains and cat damage.

By virtue of a very detailed submission from the Landlords which included a Check-in and Check-out video, the Adjudicator directed that the £745.55 be returned to the Landlords. The videos showed all the damage and repairs required including the carpet damage caused by the cats, for which the Tenant had failed to obtain permission to keep at the property.

Case Study Thirty-one:

The Landlord claimed for rent due until the date of the Tenant's departure, as to which the Agents produced evidence that the Tenant had agreed, for cleaning carpets (£50), general cleaning (£159.50) and for a missing ironing board that the Tenant had put in the shed (£59.99).

The Adjudicator allowed the claim for unpaid rent and for cleaning carpets on the basis of photographs produced and the Tenant's own comments. In respect of cleaning the Adjudicator found that some cleaning was needed but that 14.5 hours was not reasonable in the light of the difference between the condition of the property at the end of the letting and its condition at the start when it was said to have been clean.

The Adjudicator found that £45 for an oven clean was reasonable as was two further hours cleaning at £11 per hour. In respect of the ironing board, as the Tenancy Agreement did not contain a requirement that items be put back at the end of the letting in the place that they had been at the start, there was no breach of the Tenancy Agreement and the Adjudicator found against the Landlord in respect of this claim.

The Adjudicator directed that £308.33 should be paid to the Landlord and £153.34 returned to the Tenant.

Case Study Thirty-two:

The Landlord was seeking to retain t£310.50 for cleaning a) Carpets £95.00, b) Windows £50.00, c) Curtains £120.00, d) Dishwasher £5.00, and e) VAT at £40.50.

Directing that the £110.00 be refunded to the Tenant and £200.50 to the Landlord, the Adjudicator found that there was sufficient evidence (Check-in and Check-out reports and invoices) to show that the Tenant had not cleaned the windows, dishwasher and curtains as called for in the Agreement.

However, the same evidence showed that the carpets had been cleaned as called for and this head of claim failed.

Case Study Thirty-three:

The Landlord claimed for the costs of cleaning, one day's unpaid rent and for damage to the Property including replacing the bath and WC. In respect of cleaning, although the Landlord had shown that the Property was dirtier at the end of the tenancy than at the beginning, a professional clean would have made the Property cleaner than at the start of the letting. This was not what was envisaged by the tenancy Agreement. The quotation for cleaning, which was dated one month after the end of the letting, referred to an "after build" clean not a post tenancy clean. The documents therefore suggested that some building work had been carried out and the Landlord had not therefore proved that he had carried out cleaning after the end of the tenancy.

The Adjudicator found that the Landlord was entitled to one day's rent which was claimed because the Tenant had left on the first day of the next letting period and also found that the Tenant was liable for the reasonable costs of replacing the WC which had been cracked as well as for the replacement of three light bulbs.

The Adjudicator did not find for the Landlord in respect of a claim for redecoration nor for replacing the bath which was shown as damaged in the check-in report. The Adjudicator directed that £270.66 should be paid to the Landlord and £731.72 should be returned to the Tenant.
