



Case Studies

Who should read this?

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Tenants	Agents	Landlords

Insured / Custodial

# It's my time as well as my money...

Adjudication Digest April 2019

The Adjudication Digest takes a recent decision by a TDS Adjudicator and sets out the reasoning behind the decision. 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 landlords and tenants involved have been removed and this is only a brief summary of the dispute.

Amount of deposit in dispute: £420.00

Dispute initiated by: Landlord

Award made:	£420.00
Tenant	£400.00
Landlord	£20.00
Agent	£0

In this month's case a landlord claimed £420.00 for their time spent liaising with contractors, removing and disposing of rubbish and unwanted items and on general administration relating to the damage and cleaning required at the end of the tenancy. The landlord calculated this on a basis of seven hours work at £60.00 per hour.

The tenants had already agreed to pay for the damage and cleaning. They argued that they left only bagged rubbish for collection the day following the tenancy's end, stating that a local authority collection would be £21.00 for four items. They did not consider it reasonable for them to have to pay anything toward the landlord's time and administration costs.

The adjudicator agreed that the tenancy agreement allowed the landlord to recover their "reasonable costs and expenses incurred in relation to the enforcement of any of the tenants' obligations or breaches of the tenancy agreement". However, the landlord had not supported their claim with any evidence, to show the time spent or the activities involved. Furthermore, they had not detailed or provided evidence of time spent liaising with contractors beyond the ordinary business of arranging works required at the property.

The adjudicator was unable to make an award for the landlord's time and administration costs.

In relation to the removal of rubbish, the check-out report showed rubbish that needed to be removed from the property. As no sum had been stated for the cost of removing this, and no estimate or invoice produced, it fell to the adjudicator to decide a reasonable amount. The adjudicator accepted from the check-out photographs that a standard refuse collection would not have removed all the items. Based on their experience of dealing with other similar cases, they considered a reasonable award to the landlord to be £20.00.

So what are the key points here?

A landlord is normally expected to bear their own general administration costs required as part of letting a property, particularly when ending one tenancy and preparing for the next. This landlord's evidence did not show that significant additional administration or time – beyond that normally to be expected - was needed, as a result of the tenants breaking the terms of the tenancy.

Adjudicators will award what they consider to be reasonable for justified claims. Producing estimates or invoices is vital to demonstrate a loss incurred, and for an adjudicator to be able to base their decision on facts not assumptions.