

I didn't agree to purple...

- The Adjudication Digest takes a recent decision by an 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.

I didn't agree to purple paint.

This month's case looks at arrangements between a landlord and tenant for the tenant to make alterations to the property.

Amount of deposit in dispute: £250.00

Award to tenant: £250.00

Award to agent (on behalf of landlord): £0.00

This dispute centred on an agreement between the landlord and tenant for the tenant to repaint parts of the property during the tenancy. The tenant emailed the agent to ask whether it would be possible to repaint two rooms which were looking a little tired. The landlord confirmed that this would be acceptable as long as the work was undertaken to a professional standard.

The tenant redecorated the sitting room and bedroom in neutral colours other than two feature walls, one being purple and the other deep blue. At the end of the tenancy, the landlord wished to claim from the deposit the cost of repainting the feature walls in a neutral shade to match the remaining walls. The landlord said that the colours chosen by the tenant would make it difficult for them to re-let the property and that the tenant had been aware that they should stick to neutral colours.

The tenant objected, arguing that they had done as the landlord wished in ensuring that the painting was undertaken to a professional standard and there was no agreement that specific colours would be used.

The tenancy had lasted almost two years and the categorisation used by the inventory company indicated that the décor was in reasonable/good condition at the start of the tenancy. Although there was no written check-out report, both parties provided a number of photographs showing the two rooms. The images indicated that the rooms had been carefully painted with no patchiness or evidence of poor workmanship. Similar images from the start of the tenancy showed that the rooms were neutrally decorated.

The lease required the tenant to return the property in the same condition, fair wear and tear excepted.

The adjudicator agreed that the condition of the décor had changed during the tenancy – as far as the two rooms were concerned, it appeared to have been presented in an improved condition at the end of the tenancy, albeit that the colours had changed. There was no written evidence of the agreement between the parties: the only common ground between them being that there had been permission to decorate as long as it was done to a high standard.

In the absence of evidence to demonstrate that the landlord had imposed further conditions on the tenant in terms of the colours chosen or had made it a condition of their agreement that the tenant return the décor to the same colour scheme as the original at the end of the tenancy, the adjudicator concluded that no award was justified.

So what are the key points here?

If a landlord agrees to a tenant's request for permission to alter something in the property, they should consider what conditions they wish to place on the agreement. It would be reasonable to require the tenant to use certain paint colours or types, to require the tenant to use a contractor, or to insist that the tenant return the décor to its original colour at the end of the tenancy.

Any agreement reached should be put in writing so there is no room for disagreement at the end of the tenancy. The situation in this case would have been different if the tenant had painted without permission. Although the tenant may have improved the condition of the décor, the landlord would be entitled to expect the property to be returned in the same or similar colour scheme.

If the tenant had redecorated without permission the landlord would have been entitled to a contribution towards the redecoration of the two walls. If the work done in this case had been of poor quality, the landlord would also have been entitled to some compensation as their agreement to redecorate was contingent upon the work being done to a professional standard.