



Case Studies

Who should read this?



Tenants



Agents



Landlords

Insured

Custodial

Replacement vs. repair

Adjudication Digest November 2018

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: £720.00

Dispute initiated by: Tenant

Award made:	£720.00
Tenant	£370.00
Landlord	£350.00
Agent	£0.00

The landlord's claim was for £720.00 for a replacement front door and repair to the plaster of an adjoining wall. A quote was, however, provided for both replacement and repair.

The tenant did not dispute the fact that damage occurred during the tenancy but claimed that the amount for the required works was excessive.

The check-in report did not adequately record the condition of the front door or its frame at the start of the tenancy or provide any detail as to when the adjoining walls were last painted.

Although the doorway and adjoining walls would have sustained some deterioration in condition during the one-year tenancy in any event due to natural wear and tear, the adjudicator considered that the extent of the actual damage went beyond that. The landlord's claim for a deduction from the deposit for the damage was justified. The adjudicator next had to consider what the appropriate remedy to the damage was. Given that there was evidence to show that the door could be returned to its pre-tenancy condition by repair, as opposed to replacement, the appropriate remedy was for a deduction for the cost of the repair only.

So what are the key points here?

When making a claim, a landlord needs to make sure they claim the most appropriate remedy. This will normally mean that a more expensive solution will not be justified where there is a more economic alternative. Replacement of an item is normally considered only where it is damaged so severely and extensively that its condition makes it unusable or uneconomic to repair. Even where replacement is required, fair wear and tear must be allowed for. A landlord is not able to charge the tenants the full cost of returning items to the condition they were in at the start of the tenancy, or to replace items on a "new for old" basis. This is because a landlord is not entitled to be placed in a better position, either materially or financially, at the end of a tenancy than at the start – even where a tenant has admitted to causing the damage. To include in a check-in report details of the date on which the décor was last painted would be helpful to an adjudicator. As the contractor's quote/report contained a lower amount for the required repair works, this was the most appropriate award. A tenant who finds a claim to be excessive can obtain their own quote to show what the appropriate solution, and cost involved, should be.