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Tenants	Agents	Landlords

**Insured / Custodial**

# Horror-ble stain!

Adjudication Digest October 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:** £450.00

**Dispute initiated by:** Agent

<b>Award made:</b>	<b>£450.00</b>
<b>Tenant</b>	<b>£365.00</b>
<b>Landlord</b>	<b>£85.00</b>
<b>Agent</b>	<b>£0.00</b>

The landlord claimed £450.00 for the cost of a replacement sofa because the stain could not be removed. An invoice for a replacement sofa was included in the evidence. The tenant admitted causing the stain during the tenancy but argued that as the sofa was new at the start of the six month tenancy, it should have been treated with a stain repellent.

The adjudicator had a choice of one of three remedies; awarding cleaning costs, a contribution towards replacement costs (making an allowance for fair wear and tear), or lastly, making an award to reflect the damage, of say £50.

The tenant's argument about the lack of stain repellent to the sofa when new was not a defence to the landlord's claim. The check-in report recorded that the sofa was new. The check-out report recorded that the sofa was stained at the end of the tenancy. The evidence included a dated photograph taken at check-out showing the extent of the staining to the sofa. The adjudicator was satisfied that the latter remedy was not appropriate, given the extent of the stain; however there was no evidence that cleaning had been attempted but was unsuccessful. The adjudicator awarded only the cost of cleaning.

### **So what are the key points here?**

Landlords need to show that cleaning (usually the less expensive solution) has been attempted and did not work before an adjudicator can consider making an award for replacement. A written opinion of a professional cleaning contractor stating that they do not consider cleaning to be possible would also be accepted. Both show that the landlord has considered the most economical solution – as they are duty bound to do – before claiming more; an adjudicator can award the cost of failed cleaning as well as a contribution to the cost of replacing the damaged item. For tenants, make sure that you make an amendment to a check-in report to record any stains to furnishings that are present at the start of the tenancy. Be careful to avoid spillages during the tenancy; however if an accident does occur, ensure that you report the damage to the agent/landlord – as you are duty bound to do – and do not leave the stain to become permanently ingrained - act quickly to remove and treat the stain, taking professional advice where appropriate.