



LANDLORD'S CLAIM FOR MOULD AND WATER DAMAGE

For this month's case study, we look at a landlord's claim for the tenant's full deposit to make good water damage and mould to the property, said to have been caused by the tenant during the tenancy. This case study is designed to show you how the adjudicator considered the parties' comments including their evidence and how they arrived at their decision.

The names of the landlords and tenants involved have been removed, and this is only a summary of the dispute.

THE LANDLORD'S CLAIM

The landlord stated that they had incurred a financial loss beyond the sum of the tenant's deposit to repair damage to the kitchen ceiling caused by a leak and for the removal of mould from bathroom walls. The landlord said that they were unaware of a leak or any mould issues, and the tenant failed to notify them of any issues during the tenancy.

THE TENANT'S RESPONSE

In response, the tenant disputed that the damage to the ceiling or the presence of mould was caused by them. The tenant said there were signs of water damage to the ceiling when they moved in, and it was reported to the agent during the tenancy that the watermarks were worsening. The tenant said that they cleaned away mould in the bathroom, however it kept returning, and that no inspections, investigation or repairs were undertaken.



THE EVIDENCE

The landlord provided a tenancy agreement which set out both the landlord's and the tenants' contractual obligations during the tenancy, a check-in and check-out report to demonstrate the condition of the property at the start and the end of the tenancy and an invoice for the repair costs, which exceeded the amount of the deposit. The tenant provided various emails sent to the landlord during the tenancy.

THE ADJUDICATOR'S DECISION

The adjudicator reviewed the terms of the tenancy agreement and was satisfied that it obligated the tenant to take reasonable care of the property and to report to the landlord, in a timely manner, any damage identified during the tenancy. The tenancy agreement also set out the landlord's repairing responsibility with regard to the property generally.

The adjudicator then turned to the evidence to see whether it demonstrated a deterioration in the condition of the property at the end of the tenancy compared with its condition at the start. The check-in report evidenced the kitchen and bathroom décor to be in a good condition but with light marks and scuffs. There was no evidence, such as an amended check-in report or email correspondence from the tenant to the agent/landlord, to support the tenant's arguments that there were inaccuracies with the check-in report and that the kitchen ceiling was already water-damaged at the start of the tenancy. The adjudicator, therefore, accepted that in accordance with the check-in report, the ceiling in the kitchen was mark-free. At the end of the tenancy, the check-out report noted the bathroom had mould to the walls, and the kitchen ceiling had extensive water staining marks.

Although the tenant provided copies of email correspondence with the landlord during the tenancy, these did not support the tenant's comments that the worsening of the water damage had been reported or that there was a reported issue with mould in the bathroom.

Without a third-party contractor's report to show the cause of the water damage to the kitchen ceiling and the mould growth in the bathroom, the adjudicator considered there was insufficient evidence to show that any leak and subsequent water damage and mould growth were caused by the tenant's action or negligence and that the to repair was attributable to the tenant.

However, as the tenant had not been able to provide evidence of having reported the noticeable marks to the ceiling, in line with their contractual obligations, it was found that the landlord lost the opportunity to carry out investigations and remedial work in a timely manner, which may have increased the overall cost to repair at the end of the tenancy. A partial award was therefore made to the landlord for repairs for lack of reporting, to include the wiping away of the mould, taking into account the condition of the décor at check-in, the extent of the deterioration, the length of the tenancy and expected wear and tear, and the lifespan of décor.



TOP TIPS

- A comprehensive check-in and check-out report conducted at the start and end of the tenancy are key pieces of evidence for a comparison to be made of the condition of a property for the [start and end of the tenancy](#).
- As a tenant, if there are inaccuracies with the contents of a condition report at check-in, ensure that you make amendments to the report and/or email your concerns about inaccuracies to the agent/landlord, within the timeframe set out in the report.
- It is not possible for either party to rely on a 'statement of claim' alone, for example, 'the damp and mould has been caused by a tenant's lifestyle', or 'the matters were reported.' Such statements must be supported by the parties with documentary evidence.
- An expert damp/mould report completed by an impartial third-party contractor would have determined the cause of the stains to the kitchen ceiling, for example, a leak in the bathroom above, and if the tenant's actions were the cause or had contributed to the issue. The outcome may have differed if it had been evidenced that the tenant was responsible for the leak and ensuing damage. You can find further information on damp and mould [\[here\]](#).
- Leaks can go unnoticed for a considerable period, before there are visible signs of damage. Undertaking interim inspections provides an ideal opportunity for a landlord to check that a property remains in a good condition.
- A tenant should report any issues or damage that they notice during the tenancy to the landlord as soon as they become apparent.
- An adjudicator can only award up to the value of the deposit and no more.

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