

Adjudication Digest No 8/2015

When cleaners don't clean

- The Adjudication Digest takes a recent decision by a TDS NI 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

Tel: **08450 940 740**

E-mail: info@tdsnorthernireland.com

www.tdsnorthernireland.com

TDS Northern Ireland, PO Box 2105, Belfast BT1 9RD

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.

When cleaners don't clean

In this month's issue of the digest, we look at an adjudicator's approach to outstanding cleaning at the end of the tenancy

Amount of deposit in dispute	£72.00
Award to tenant	£72.00
Award to agent (on behalf of landlord)	£ 000.00

There was a dispute at the end of the tenancy about outstanding cleaning where a professional contractor had been involved. The evidence showed that the tenants had chosen and instructed a professional cleaning contractor to carry out a clean at the end of the tenancy, from a list of recommended contractors provided by the agent, on their end of tenancy check list. Unusually, at the end of the list, the agent had commented that the advantage to using one of the listed contractors was that in the event there were cleaning issues identified at the check-out inspection, the cleaner would address this free of charge. It went on to state that the listed professional cleaning contractors were trusted to re-attend without supervision.

The tenants employed the services of one of the contractors. However, the check out report showed that there were some oversights with the cleaning. The inventory showed that the property had been professionally cleaned for the start of the tenancy.

The tenants submitted email correspondence with the agent following the check-out, in which the cleaning omissions were highlighted. The agent acknowledged the tenants email and confirmed that they would contact the contractor and 'sort it' to ensure that the cleaning oversights were rectified.

The adjudicator concluded in the particular circumstances of this case that the tenant should not meet the cost of any further cleaning.

So what are the key points here?

A tenant would usually be responsible for ensuring that a contractor they used completed their work satisfactorily, and to compensate the landlord for any unmet loss.

However, where an agent has effectively guaranteed that the work would be carried out satisfactorily, and if not any further attendance to rectify omissions would be no cost to the tenants, and furthermore accepted that they would deal with any follow up work directly with the contractor, it is reasonable that the tenant should rely on that assurance.

Any remaining issues are therefore between the agent and the landlord.

The same argument would not apply if the contractor themselves guaranteed directly to the tenant that they would return to complete any outstanding work. If they failed to do so, the tenant would still need to compensate the landlord for the outstanding work.