

## ADJUDICATION CASE STUDY

# Garden maintenance and greenhouses



We offer an independent and impartial resolution service for landlords, agents and tenants who are unable to agree on how to distribute the deposit when the tenancy ends.

We look at a recent case and break it down. Our Head of Dispute Resolution, Suzy Hershman, helps you to understand our approach which in this case reviews garden maintenance and replacing greenhouse window panes.

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Deposit amount: £1,425

Amount in dispute: £279

### What happened?

The tenant said:  That the garden was left in exactly the same condition as when they moved in, which was not good

The greenhouse was not in good condition when they moved in; some panes of glass were already cracked

The agent responded:  The tenant left the garden in worse condition than it was in at the start, one year earlier, and broke some of the glass in the greenhouse

An estimate and invoice provided are reasonable costs for making good and the tenant is clearly responsible

What evidence was provided?  Independent check-in and check-out reports, dated photographs, estimate and invoices

What was decided and why?  The check-in report was a list of items and contents with minimal comment on condition, saying the garden was clean and tidy; the lawn maintained and the greenhouse was said to have 'age related wear'. The supporting photographs were of fairly poor quality and did not give a good view of the garden or close enough view of the greenhouse, right at the back of the garden

## What was decided and why? Cont...

- ✔ The check-out report was far more detailed and the photographs clearly supported the written comments that the lawn was overgrown, there were weeds visible and the greenhouse had several broken/cracked panes
- ✔ Having compared the independent reports and, in line with the responsibilities clearly defined in the tenancy agreement, the adjudicator was satisfied that the tenant was responsible for cutting the lawn and weeding, and found the £75 estimate for tidying up the garden and removing the rubbish reasonable. This amount was awarded in full
- ✔ The adjudicator then looked at the claim of £204 for repairing the greenhouse. The lack of quality photographs and the comments on check-in, when compared to the photographs and comments in the check-out report, persuaded the adjudicator that the deterioration was more than reasonable wear, as nearly all the panes of glass were either cracked or broken. However taking into account the comments at the start of the tenancy, to award the landlord the total amount invoiced would amount to betterment, so a contribution towards repairs of £61.20 (30%) was made to the landlord

**Decision:** Landlord £142.80, Tenant £136.20

## How can you avoid this happening in future?

- ✔ Make sure the tenancy agreement makes it clear to the tenant what their responsibilities are in relation to the garden
- ✔ Photographs of gardens in inventories and check-out reports are really good evidence for all plants and any outbuildings; especially any areas with windows or glass  
**Tip 1: Make sure all photographs are taken from the same angle at the start and end**
- ✔ Manage expectations on what is reasonable and what areas of the garden maintenance the tenant is responsible for, and what the landlord will remain responsible for, no matter what is written in the tenancy agreement. It must be fair  
**Tip 2: If the tenant is going to need a ladder to maintain any 'climbing plant or shrub' from day one, this is unlikely to be the tenant's responsibility**  
**Tip 3: Window glass can crack with wear and will be susceptible to weather**
- ✔ Remember plants are perishable and to make a claim from the tenant's deposit, there must be evidence that whatever happened was due to the tenant's actions or lack of action i.e. removed or pruned too hard and NOT a heatwave
- ✔ Invoices that clearly breakdown the cost and detail of what was done in each area is better for negotiating and, in the event of a formal dispute, for an adjudicator to make a fairer decision  
**Tip 4: Contractors' reports confirming the likely cause of any damage to areas like windows/glass is good evidence and useful for negotiating and adjudication**

Note: All ADR services recongise that dispute cases vary, therefore the outcome will depend on the interpretation of the evidence presented.

Authorised by:



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Registered office: Lumiere House, Suite 1-3, 1st Floor Elstree Way, Borehamwood, WD6 1JH  
Registered in England No: 05861648. VAT No: 893 9729 49

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