

## How to claim for cleaning - general or professional



“ General or professional cleaning is the most common cause of a deposit dispute between a tenant and a landlord, with nearly a quarter of all dispute cases attributed to issues of cleanliness. In such cases where the reason for a dispute is due to cleanliness, it is often a question of degree. The subject of what is considered to be clean is subjective and therefore a tenant's idea of 'clean', may not necessarily be considered clean by the landlord. In any claim for a deposit dispute, the outcome of the adjudicator's decision will depend on the evidence submitted and the reasonableness of the amount being claimed. ”

Suzy Hershman, Head of Dispute Resolution gives her expert insight into how mydeposits approach claims for cleaning.

### The adjudicator will ask these questions when reviewing the dispute evidence:

- Q. Whose opinion of cleanliness is being used to ascertain that cleaning is necessary? Is it independent and impartial? Has the tenant signed any of the documentation agreeing to the condition/cleanliness of the property at the start/end of the tenancy?
- Q. Is there evidence that the property was 'professionally' clean or 'domestically' clean at the start?
- Q. What evidence do you have to show the extent of any deterioration from start to finish?
- Q. Did the tenant sign any other documentation i.e. terms and condition prior to the start of the term agreeing to clean/professionally clean the property at the end?
- Q. Was the tenant made aware of any potential costs ahead of time or would it have been appropriate for him to be given the opportunity to mitigate any potential loss?
- Q. Is the amount being claimed reasonable for what is said to be required? (For more info. see our website Guide to Fair Wear and Tear).

**An adjudicator will rely on the evidence submitted so consider the following list as useful for any claim:**

### Tenancy Agreement:

The Tenancy Agreement will define that the property should be in the same condition at the end of the tenancy, as it was at the start. The Tenancy Agreement may stipulate that the tenant is 'obliged to have the carpets professionally cleaned at the end of the tenancy' and even 'provide a receipt to show this has been carried out'.

*continued...*

## Tenancy Agreement continued:

**NOTE:** This will not always be found to be a fair clause: (The Office of Fair Trading Guidance on Unfair Terms (Chapter 1.3) in a Tenancy Agreement states that a clause which is inserted into a contract will not automatically be deemed to be a fair clause just by virtue of its presence. It must be construed with regard to the facts of each case and its reasonableness). It will carry more weight if the clause states that the property should be returned to a 'professional standard' as some tenants may clean more thoroughly than some professional cleaners.

## Check-in and check-out reports:

DO NOT RELY ON BLANKET CLAUSES e.g. 'where there is no detail provided, it will be deemed to be in a good condition...'

Make sure you have both an inventory and Schedule of Condition at the start of the tenancy which also details the level of cleanliness. An inventory which simply lists the items is not sufficient. A Schedule of Condition should always detail the quality and condition of the items at the start of the tenancy, be dated, and state the level of cleanliness so that it can be compared to the state of cleanliness determined in the check-out report.

Where possible, have photographic images embedded in the report. This will enable you to verify the date the photographs were taken and may assist in demonstrating the extent of any deterioration..

Where possible, use an independent and impartial inventory company and it is advisable to use the same inventory company for both check-in and check-out reports for greater consistency.

It is also considered best practice for the tenant to be present at the check-in and check-out inspections.

## Photographs should be:

- ✔ Ideally embedded into the check-in Inventory/report and check-out report.
- ✔ Digitally dated and particularly for a cleaning issue, in colour.
- ✔ Clear and precise, of good resolution.
- ✔ Referenced to the relevant area in the property.

## Estimates and cleaning invoices:

- ✔ Do you have these for both the start and end of the tenancy? If you do, then provide them both in evidence.
- ✔ Has the tenant signed the Inventory, Schedule of Condition at the start confirming the level of cleanliness when they moved in?
- ✔ Has the tenant made some effort to clean the property? This would be evident from the check-out report which is why an independent report and/or the tenant's presence and signature are valuable.
- ✔ Does the whole property need cleaning? This will only be upheld if the evidence is robust and the invoice is reasonable.
- ✔ What is reasonable to charge a tenant? This should be proportionate to the cleaning required by the evidence and not for the entire property unless appropriate.
- ✔ Invoices are of more value than estimates which will nevertheless be persuasive.

## Emails and letters:

Has there been any correspondence between the landlord/agent and tenant in which the tenant makes an admission or an offer of compensation and are there any responses?