

## How to claim for damages and redecoration



“ After cleaning, damage and redecoration are the second most common causes of dispute between a tenant and landlord, and accounts for just over 20% of all cases.

Where damages/redecoration is being claimed, there are various things to consider but, as in all claims, the outcome will depend on the evidence provided and the reasonableness of the amount being claimed. ”

**Suzy Hershman, Head of Dispute Resolution gives her expert insight into how mydeposits approach claims for damages and redecoration.**

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

- Q. Whose opinion of the damage is being used to ascertain that repair or redecoration is necessary?  
Are they independent and impartial or are they connected to the disputed money?
- Q. What evidence is there to show the extent of any deterioration from the start to the end of the tenancy?
- Q. Is there a well detailed inventory, check-in and check-out report showing the exact condition of each item/area in the property at the beginning and end of the tenancy?
- Q. Are the reports independent and impartial?
- Q. Has the tenant signed to agree with the content of one/both of these reports at the start/end of the tenancy?
- Q. Has the tenant made some effort to repair the damage?
  - This would be evident from the check-out report which is why an independent report and/or the tenant's presence and signature hold considerable weight.
  - Has the tenant provided any evidence of costs they have incurred in attempting to remedy the damage?
  - Has the tenant made any admission, in writing, to causing the damage?
  - Did the tenant notify you of the problems during the tenancy; did the onus then fall on you to carry out repairs?
- Q. What other evidence is there to show the condition of the item/area at the start i.e. was it new (provide the invoices) OR damaged during the tenancy (interim inspection reports or correspondence)?
- Q. Was the tenant made aware of any potential costs ahead of time or would it have been appropriate for them to be given the opportunity to mitigate any potential loss?
- Q. Is the amount you are claiming reasonable for what is said to be required? Remember the landlord should not end up in a better position than at the start of the tenancy so you must consider fair wear and tear in your claim. (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; and hold the tenant liable for the cost of repair/replacement for any damage which exceeds fair wear and tear. It may also define whether the tenant can/cannot use picture hooks or blu tac on the walls in reasonable amounts as long as it doesn't cause damage.

The agreement is also often likely to state that the tenant cannot carry out redecoration to the property without the landlord's consent (which should be in writing).

---

### 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 which details the exact condition of each item/area. An inventory which is just a list of items/areas is not sufficient. This can then be used for comparison by the clerk carrying out the final inspection and in the production of the check-out report.

Where possible, use the same inventory company for both check-in and check-out reports. It is advisable to use an independent and impartial inventory company. It is also recommended to have photographs embedded in the report in order to verify the date that they were taken and may assist in demonstrating the extent of any deterioration.

It is best practice for the tenant to be present at the check-in and check-out inspections and sign the documents there and then, in agreement with their content.

---

### Photographs should be:

- Ideally embedded into the check-in inventory/report and check-out report.
- Digitally dated and in colour.
- Referenced to the relevant area in the property.
- Clear and precise, of good resolution.

---

### Emails and letters

Has there been correspondence between the landlord/agent and tenant in relation to the issues in dispute in which:

- The tenant has informed the landlord/agent of the damage as and when it occurred.
- The tenant makes any admission or offer of compensation.

What, if any, are the responses?