

ADJUDICATION CASE STUDY

Carpet replacement and betterment



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 looks at carpet replacement and betterment.

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Deposit amount: £1,250

Amount in dispute: £1,005

What happened?

The tenant said: There were occasions where drinks were spilt on the bedroom carpet which should be expected when young children are living in the house. Every time something was spilt, it was cleaned up straight away and any small stains still there would only need a light clean

They are not responsible for any of the cigarette burns on the living room carpet which were only discovered a couple of months into the tenancy, after moving the coffee table, and reported to the landlord straight away

The iron burns were caused by accident and she is happy to compensate the landlord but not pay for a whole new carpet

The agent responded:

- The carpets throughout the house were all in excellent condition before the tenancy started and were left in poor condition, particularly in bedroom two and the living room
- The stains on the bedroom carpet could not be removed by the cleaning contractor, so both carpets needed to be replaced
- The landlord is claiming the replacement cost, in addition to the cost of carpet cleaning in the bedroom which was attempted first, to try and minimise what the tenant would have to pay

What evidence was provided?

Tenancy agreement, check-in report, check-out report, invoice for replacement carpets in the bedroom and living room, invoice for carpet cleaning in bedroom

What was decided and why?

- ✔ The check-in report listed the carpets throughout the property as being in a very good condition and did not highlight any issues. On checkout, approximately seven cigarette burns in the centre of the living room carpet, plus two large iron burn marks near to the window were recorded. The carpet in bedroom two was said to be lightly discoloured and patchy in areas with small spot stains
- ✔ With no evidence that the tenant did report the cigarette burns promptly, and considering the location of the damage and the fact that the check-in report did not record any issues, the adjudicator did find the tenant responsible for a contribution towards replacement. The invoice for £650 was to replace the living room carpet only, including underlay and:
 - There was no evidence that the underlay was damaged, as a result of the tenant's actions, so the £110 cost for underlay was not awarded
 - Of the £540 remaining, an award of £405 was made, which was 75% of the carpet cost
 - This award was considered reasonable, in order to avoid betterment, and took into account fair wear and tear over the 12 month tenancy, the condition of the carpet in the check-in report and no evidence that the carpet was new at the start
- ✔ It was decided that the carpet in bedroom two was left in a worse condition, however the evidence did not support the claim of £310 for replacement, and cleaning, because there:
 - was no statement from the cleaner to confirm the stains could not be removed
 - were no dated photographs showing the condition of the carpet following the clean
- ✔ Considering the nature and extent of deterioration that was evident, the adjudicator awarded the full cost of the cleaning invoice (£45)

Decision: Tenant £450, Landlord £555

How can you avoid this happening in future?

- ✔ Where damage is discovered by a tenant, it should be reported to the landlord/agent within a reasonable time of the tenancy starting and dated photographs should be taken where possible
- ✔ Where work to remedy any issue is carried out as a reasonable first step, and is unsuccessful, it's crucial that evidence is provided to support this where more action is needed, such as the contractor noting down any specific reasons why they could not sort out the problem
- ✔ Make sure contractors provide a written detailed breakdown of what they have done for the cost
- ✔ Evidence of costs spent does not automatically mean the tenant will be held responsible for this amount
- ✔ The landlord must always make an allowance for fair wear and tear, reflecting the length of the tenancy, the condition of the item/area at the start and it's quality, so they do not end up in a better position than they would have been, if the damage had not happened

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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