

ADJUDICATION CASE STUDY

Pests - fleas



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 pests.

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Deposit amount: £1,920

Amount in dispute: £210

What happened?

The tenant said:

- ✓ They accept that they signed an addendum to the tenancy agreement, making them responsible for a professional clean, after being permitted to have two cats in the property at the end of the tenancy
- ✓ At the end of the tenancy the agent did not respond to messages about the specific kind of cleaning required; however a professional clean for 'cleaning after pets' was carried out, as the invoice shows
- ✓ The agent is now saying that they meant a 'pest control' clean which was never specified and there was no evidence of fleas when they left

The agent responded:

- ✓ The tenant was given permission to have two cats living in the property for the 12 month tenancy, on condition that the property was cleaned in line with the addendum
- ✓ Even though the tenant had the property professionally cleaned, this was not in line with the level of cleaning specified and fleas were found in the property by the next tenant shortly after moving in
- ✓ This meant the tenant was responsible for the cost of de-infestation cleaning as the problem was not eradicated by the tenant's cleaner

What evidence was provided?

- ✓ Tenancy agreement, invoices, independent check-in and check-out inventories for start and end dates of the tenancy

What was decided and why?

- ✔ The clause agreed to by the tenant in return for keeping two cats in the property specifically required 'pet hygienic cleaning' be carried out by the tenant
- ✔ The check-in report said the property, a partly furnished flat, was generally cleaned to a professional standard with some areas only domestically clean and, on check-out, was left cleaned to the same standard, with only a few exceptions of dust in some areas. At no point, was any evidence of fleas recorded
- ✔ The tenant's contractor's cleaning invoice confirmed they had used "...eco-friendly detergents specifically produced for cleaning after pets..."
- ✔ The adjudicator found that:
 - although the 'wrong' type of cleaning was carried out, there was no evidence of fleas at the time the final inspection was carried out and,
 - the landlord's 'pest' cleaning invoice was dated 3 months after the tenant moved out offering no professional opinion on the extent and how long they may have been there
- ✔ This meant the adjudicator could not find the tenant responsible for breach of contract and any additional cleaning

Decision: **Tenant £210, Landlord £0**

How can you avoid this happening in future?

- ✔ A tenant is only responsible for returning the property in the same condition and cleaned to the same standard as when they moved in
- ✔ Remind tenants exactly what is expected of them at the end of the tenancy, and why. Many landlord/agents use standard 'end of tenancy guidance' which they send to their tenants when notice has been served. For more information please read our [*Dos and don'ts at the end of the tenancy guide*](#).
- ✔ Where pests are the problem and likely to be the subject of a dispute, landlords are advised to engage a professional contractor:
 - To carry out the work, as soon as possible after the problem has arisen or the tenant has moved out or. Any delay will make a claim more difficult.
 - To write a detailed report on the extent of the problem and how long, in their opinion, it has been there
- ✔ **NOTE (post tenant fee ban)**
 - An addendum like this which was individually negotiated on a tenancy signed pre June 19 can only be relied on if the tenancy ended before 1st June 2020
 - Any special clause like this in a tenancy agreement signed after 1st June 2019 is banned
 - Any tenancy agreement containing such a clause, no matter when the tenancy agreement was signed and following the end of the transition period on 31st May 2020, will not be able to rely on it and will only need to evidence a breach of contract

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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