



Adjudication Digest

No 5/2011

The Adjudication Digest takes a recent decision by a TDS Adjudicator and sets out the reasoning behind the decision. The aim of these Digest reports is to help tenants, landlords and agents better understand how we make our adjudication decisions. The names of the landlords and tenants involved have been removed and this is only a brief summary of the dispute.

Amount of deposit in dispute:	£850.00
Dispute initiated by:	Landlord
Award made:	
Tenant	£ 0.00
Landlord	£ 850.00
Agent	£ 0.00

A matter of taste....

A landlord claimed over £1000 as a contribution towards redecorating several rooms that the tenant had painted during the tenancy. A quotation was provided.

After reviewing the evidence submitted the adjudicator was satisfied that the tenant not only repainted ten rooms/areas of the property, but also changed the colour of the décor from magnolia to some vivid colours (blues and reds) and some pastel shades (pink/lemon/green). It was also clear that some pipe-work and woodwork, which included a fireplace, were also painted different colours and that transfers were found on the walls of both toilets.

The tenant claimed that they had obtained permission to redecorate the rooms from the agent in accordance with the terms and conditions of the tenancy agreement. However the tenant was unable to produce any evidence to support this. They also argued that their work improved the property.

The adjudicator noted that the tenancy agreement required the tenant to return the property in the same condition in which it was at the start of the tenancy, fair wear and tear excepted.



Notwithstanding the standard of workmanship of the painting, the adjudicator determined that by changing the colours alone, the landlord was reasonably entitled to make a claim on the deposit for returning the decoration to their original colour if he so chose. The tenant's unauthorised actions were considered to be outside the scope of normal fair wear and tear.

In determining the award the adjudicator took into consideration the condition of the decoration at check-in, the length of the tenancy, and the extent of the work required, specifically in respect to those rooms painted in more vivid colours and the restoration of the woodwork. Also, the photographs presented showed that some of the ceilings and woodwork needed attention where the coloured paint has overlapped.

TDS therefore accepted the landlord's claim, but was only able to award up to the amount of the available deposit. The adjudicator considered that, even allowing for wear and tear, this was an appropriate sum to reflect the damage to the décor for which the tenant could reasonably be held responsible.

So what are the key points here?

- Document the condition of the property correctly at check in and check out.
- Here, photographs were helpful in getting a visual impression of the change in the property's condition.
- A letter from the agent was also useful in pointing out during the tenancy that the change in décor had been noted, and that no approach had been made to them to seek the landlord's permission.

This document is for guidance only – it is not intended to guarantee when an award will be made. Each dispute is different and the actual award made will be based on our interpretation of the specific evidence presented to us.

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