



## Case Studies

Who should read this?



Tenants



Agents



Landlords

Insured

Custodial

# Antique damage

## Adjudication Digest



Tenancy Deposit Scheme

Insured

Custodial

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:** £350.00

**Dispute initiated by:** Tenant

<b>Award made:</b>	<b>£345.00</b>
<b>Tenant</b>	<b>£195.00</b>
<b>Landlord</b>	<b>£150.00</b>
<b>Agent</b>	<b>£0.00</b>

The landlord’s claim, forwarded by the agent, was for £345.00 relating to a damaged Edwardian mahogany corner chair.

The tenants argued that the chair was not in particularly good condition when they moved in. While the chair had been damaged, this had occurred through normal use and not maliciously according to the tenants. They also said the landlords’ claim figure was based on sentiment and the valuation of the chair on the internet provided by the landlord varied from replacement estimates they had obtained from art dealers. Lastly, they questioned the wisdom of the landlord keeping an antique piece of furniture in a let property.

The adjudicator was presented with a check-in report in which it was noted that the chair was not damaged at the start of the tenancy, and an example of a replacement cost from an antiques’ website which was said to have been based on a

similar type of chair. There was no separate written evidence from the start of the tenancy to show that the tenants had complained about the chair’s condition. There was no dispute that the chair was damaged during the tenancy and no evidence that the tenants reported the damage to the chair during the tenancy.

The adjudicator’s award, above, took into account that the chair, while noted as having no obvious damage at check-in, would have had some natural wear and tear, and deterioration in condition simply given its apparent age. The landlord seemed to base the claim on a webpage depicting a chair that was different, and research undertaken by the adjudicator showed other, similar chairs with lower replacement costs than that claimed. Further to this, unlike the tenants, the landlord did not provide any specialist person’s opinion on the chair value (or repair costs).

**So what are the key points here?**

Landlords should think carefully about whether antique items that are either irreplaceable, costly to repair or hold sentimental value should be left in the rented property. They should also support any claim with a specialist person’s opinion/report. For agents, this case is an important reminder to ensure such items are recorded in detail at check-in, preferably with a supplementary photographs and for tenants to be placed on notice of antique items present in the property. For tenants, it is important to report any discrepancies found at check-in, to report any damage caused during the course of the tenancy and consider asking for antique items of furniture being removed from the property.

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