



Tenancy Deposit Scheme

## Case studies on disputes involving cleaning

- Here are some case studies from TDS on disputes involving cleaning costs. We hope that you will find them informative and helpful in deciding if you want to proceed with sending a dispute to us.
- 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.
- Please read this document together with our guide on “How TDS approaches disputes involving cleaning”.

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**These case studies show how we might reach different conclusions on claims for cleaning costs, depending on the evidence presented by the parties to the dispute.**

### **A landlord submits a claim with detailed check in/check out reports and costs**

To support the claim the landlord presents:

- a copy of the tenancy agreement;
- a comprehensive 'check in' report that includes a summary schedule of condition for the property and its contents at the start of the tenancy;
- a 'check out' report that identifies discrepancies between 'check in' and 'check out';
- a detailed quotation from a cleaning company, referring to the cleaning deficiencies noted at check out, the time spent by the contractor, and the work undertaken.

The tenant objects to the landlord's claim. They say the property was cleaned at the end of the tenancy and is in as good, if not better condition, than when they moved in. The tenant does not provide anything further to contradict the documentary evidence submitted by the landlord.

A comparison of the check in and check out reports confirms that the cleaning claimed for at tenancy end was justified. In these circumstances we are likely to make a full award to the landlord. The amount claimed was supported fully by the quotation and also considered to be reasonable for the cleaning needs identified.

### **Is the landlord claiming more than is reasonable, taking account of the property's condition at the start of the tenancy?**

- The tenancy agreement requires the tenant to pay for professional cleaning at the end of the tenancy
- The check in states that the property was cleaned to a domestic standard throughout
- The check out says that the property was in need of further cleaning
- The landlord has supplied invoices for £200 for a full professional clean

The landlord is unlikely to succeed with the full claim because the property was not professionally clean at the start of the tenancy. Depending on the detail of the check in, check out and invoices, the landlord is likely to receive an award to return the property to a domestically clean condition (i.e. to return the property to the same condition as at the start of the tenancy). If there is insufficient detail, the award is likely to be more limited since it will not be possible to establish the extent to which cleanliness had changed.

**Does the check in report describe adequately the property's cleanliness?**

- The check in says the property is in good condition unless otherwise stated
- The check out says that a professional clean is required
- The landlord has supplied an invoice for £150 for cleaning at the end of the tenancy

The claim is unlikely to succeed. Although the property may have needed cleaning at the end of the tenancy, a general disclaimer which does not refer to cleanliness does not establish that the property was clean at the start of the tenancy. The adjudicator can't assume that the property was cleaner at check in than it was at check out.

**There is no check in report but an invoice shows the property was cleaned at the start of the tenancy**

- There is no check in but there is an invoice to show that the property was cleaned shortly before the tenancy began
- The check out shows that cleaning is needed

The adjudicator can take the invoice into account to decide that the property was clean when the tenancy started. The landlord's claim is likely to be successful as long as the sum claimed is reasonable for the cleaning needs identified at tenancy end. The adjudicator will want to ensure that any award made does not leave the property in a better condition than at the start of the tenancy. This will depend on the detail in the original invoice compared to the check out conclusions.

**There is no check out report but the landlord has photographs of the property's condition at tenancy end**

- A full check in report is provided stating that the property had been professionally cleaned, but there is no check out report
- The landlord produces a number of dated photographs which cross-refer to areas shown in the check in report, indicating that the property was not clean

The landlord's claim is likely to be successful, but the extent of the award will depend on the quality of the photographs and what they show. One or two photographs showing limited dust will not justify a full clean.