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Insured / Custodial

# Replacement of a damaged item

Adjudication Digest June 2019

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:** £864.00

**Dispute initiated by:** Tenant

|                    |                |
|--------------------|----------------|
| <b>Award made:</b> | <b>£864.00</b> |
| <b>Tenant</b>      | <b>£714.00</b> |
| <b>Landlord</b>    | <b>£150.00</b> |
| <b>Agent</b>       | <b>£0</b>      |

The landlord claimed £864.00 to replace and redecorate the skirting boards throughout the hallway on the basis they were chewed by the tenant's dog. The tenant accepted the damage occurred during the tenancy and agreed some of the deposit should be given to the landlord. However, the tenant argued that all the skirting boards in the hallway did not require replacing and that the sum claimed by the landlord was too high.

The adjudicator was presented with evidence from both parties which included check-in and check-out reports, photographs taken by the tenant prior to the end of the tenancy and quotations of varying amounts.

The check-out report did not record any damage to the skirting boards and the tenant confirmed within the submission that they had repainted the skirting boards prior to the check-out appointment. The landlord had not provided any alternative evidence to show the extent of the damage to the skirting boards. The adjudicator had to rely on a photograph taken by the tenant showing the damage prior to the repainting taking place. This photograph did not justify replacement to all the skirting boards located in the hallway or show that a repair would not have been possible. The adjudicator awarded £150.00 for a repair to one section of the skirting boards only.

Had the end of tenancy evidence shown that all skirting boards required replacement, the landlord would not have been entitled to the entire cost of replacing them, along with redecoration, in any event. The landlord is not entitled to be placed in a better position than he would have been in had the damage not occurred. Awarding the landlord for entirely new skirting boards that are freshly painted would have amounted to betterment.

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

When a landlord is claiming for a replacement item there are several factors which need to be considered. The age and condition of the item at the start of the tenancy; the length of the tenancy and how much fair wear and tear over that period of time is reasonable; and the extent of the damage at claim. In this case the landlord was claiming to replace the entirety of the skirting board that was not evidenced as having been damaged, rather than making a claim for the damaged area only. A landlord should ensure submitted quotations correlate with the damage caused by the tenant. It is advisable for tenants to provide quotations of their own if they argue that their landlord's claim is excessive.