

ADJUDICATION CASE STUDY

Carpet cleaning



In the event of a dispute over the deposit at the end of a tenancy, our alternative dispute resolution service provides an impartial adjudication facility to landlords, agents and tenants.

Head of Dispute Resolution, Suzy Hershman reviews an adjudication decision of a dispute over carpet cleaning.

i Case Summary - Landlord vs Tenant

Background:	This case involved the tenant keeping a cat at the property which was not permitted in the tenancy agreement. Over the course of the tenancy an unpleasant odour occurred in the property due to the cat urinating on the carpets. This case study highlights the importance of taking reasonable measures to rectify a problem such as an unwanted bad smell that was not easily removed.
Disputed deposit value:	£650
Dispute details:	The carpets initially required cleaning; however when the smell remained the carpets had to be replaced. An expert report alerted the landlord to the probability of the smell not disappearing as cat urine is hygroscopic, which means it is odourless when dry and will start to smell again when it reabsorbs moisture. Therefore as a third and final measure the landlord made the decision to treat the floor boards.
Outcome:	Following the adjudication process; £540.00 was awarded to the landlord.
Key topics:	It is implied in all tenancies that the tenant is to return the property in the same condition as it was in at the start of the tenancy. Therefore, the adjudicator's decision was based on whether there had been deterioration and damage to the carpets. This was required in order to establish a breach of the implied term by the tenant; and to then determine whether the landlord's actions and expenditure in remedying the problem were reasonable.

Case details

The landlord's submission that a cat was kept at the property was not disputed by the tenant. The landlord was not satisfied with the condition of the property at the end of the tenancy namely as there was a strong smell of cat urine. The landlord then proceeded to clean the carpets; when this didn't remove the smell, the carpet was removed and prior to a replacement being fitted, the floor was treated to remove the smell. A comparison of the check-in inventory and check-out report clearly indicated deterioration of the carpets with the presence of animal hair and the smell of urine.

Evidence

The landlord provided an inventory from the start of the tenancy, the check-out report from the end of the tenancy, invoices for the three stages of the work and email from the cleaner which was sent post-clean to confirm that the problem would be on-going should the floor not be treated correctly.

Adjudicator's findings

The adjudicator was satisfied that breach of the implied term by the tenant was applicable for each of the three stages of work carried out. This was determined through the findings of the check-in inventory and check-out report.

The second part of the test was harder to satisfy. The landlord had to demonstrate that every step of the work was reasonable. It was for the adjudicator to determine whether the work which the landlord paid for was necessary to remedy to damage caused by the tenant's cat.

Whilst the landlord would have been able to replace the carpet and treat the floor as a first step, cleaning the carpets was a reasonable first step to take as it was reasonable for the agent to believe that cleaning alone would remove the smell. Only after the cleaning was it apparent that the carpet had to be replaced following the advice of the cleaning company.

The landlord was awarded the full amount except that claimed for the replacement carpet as the existing carpet was not brand new at the start of the term so fair wear and tear had to be considered.



What we've learnt from this case

- ✓ This case highlights the importance of the landlord providing good quality independent inventories and reports from the start and end of the tenancy in order to show that the condition of the carpets worsened. This will provide evidence of a breach of the tenancy agreement as it will show that the tenant has returned the property, in this case the carpets, in a worse condition than they were in at the start.
- ✓ Under normal circumstances, the landlord would then need to show that they have suffered a loss as a result of the tenant's breach in order for their claim to be successful. Through provision of various invoices, the landlord had demonstrated a loss; however, the success of the landlord's case, in this instance, rested on whether his steps in remedying the issue were reasonable.
- ✓ The landlord's actions were deemed reasonable by the adjudicator because each of the steps taken to rectify the issue were necessary as the odour continued to remain. The adjudicator was satisfied with the email from the cleaner that the smell wouldn't leave until the full treatment and replacement took place.

NOTE: All ADR services recognise that dispute cases vary, therefore the outcome will depend on the interpretation of the evidence presented.