

## ADJUDICATION CASE STUDY

### Redecoration, fair wear and tear



We offer an independent and impartial resolution service for landlords, agents and tenants who are unable to agree on how to distribute the deposit when the tenancy ends.

We look at a recent case and break it down. Our Head of Dispute Resolution, Suzy Hershman, helps you to understand our approach which in this case looks at redecoration and fair wear and tear.

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Deposit amount: £1,400

Amount in dispute: £1,237

#### What happened?

- The tenant said:
- ✔ there were marks and scuffs on all the walls when they moved in
  - ✔ when she called the agent to ask about painting the property, she was given permission over the phone
  - ✔ the walls were painted in various colours, to a good standard, which was an improvement on the condition at the start and the next tenant would be happy with the colours
  - ✔ the property's décor was left in a better condition than when they moved in and any marks left are just wear and tear
- The agent responded:
- ✔ the tenant did call to ask about redecorating and was told that unless the landlord gave written permission, it would not be possible. The landlord did not reply to their enquiry
  - ✔ the check-in report clearly shows the property's walls when the tenant moved in, which were in good or excellent condition and all painted a neutral cream colour

- ✔ the check-out report recorded patchy paintwork on the lounge walls in a different colour entirely and the main bedroom walls were now blue, as opposed to cream, and covered in scuff marks
- ✔ the landlord is claiming the cost of redecorating these areas of property which is fair for putting the décor back to the same neutral colour

**What evidence was provided?** Tenancy agreement, check-in and check-out reports, invoices, emails

**What was decided and why?**

- ✔ The check-in inventory showed that the walls in the property were generally in a good condition at the start of the tenancy and the embedded photographs shows all the walls were painted in a neutral cream colour. The walls in the bedrooms were specifically noted as freshly painted
- ✔ The check-out photographs show that the walls were left painted in various colours, some of which were patchy, with some paint splash marks on the ceilings in the living room and bedroom one
- ✔ There was no evidence in writing of permission to redecorate
- ✔ The adjudicator found the tenant responsible for costs towards making good the décor in the living area and bedrooms which had been repainted during the tenancy, without permission, and to an inferior standard in different colours
- ✔ The redecoration invoice provided was for £1,237 to redecorate the property, including the ceilings and woodwork at the end of the tenancy. It was well detailed and broke down the work carried out in each area
- ✔ The adjudicator highlighted the fact that only the bedrooms were newly painted at the start and the woodwork and ceiling in bedroom two were not left in any worse condition, allowing for reasonable wear and tear. So, to award the full amount to the landlord would put the landlord in a better position than if the tenant had not done any work
- ✔ The decision was to award costs towards returning the living room and two bedrooms' décor to a neutral colour allowing for minor marks and the normal use of a property over the length of the two-year tenancy and were not the tenant's responsibility
- ✔ The detailed invoice was reviewed for each area and a proportion of each area, which the tenant was responsible for, was awarded to the landlord. This amounted to £742

**Decision:** Tenant £494.80, Landlord £742.20

### How can you avoid this happening in future?

- ✔ Permission to redecorate a property does not legally need to be in writing, however, as you can see here, to make sure all parties are on the same page, written permission is best practice

- ✔ When getting or giving permission for redecoration, make sure everyone is clear on what can be redecorated and, if it's going to be a completely different colour, confirm what colour the décor needs to when the tenancy ends...in writing!
- ✔ Even where permission may have been given, an allowance for reasonable wear and tear must be made when discussing costs for making good at the end of the tenancy
- ✔ Make sure contractors detail their invoices, breaking down the cost and work carried out in each area. This will help with any discussion over costs
- ✔ Any landlord choosing to do the work themselves should be able to provide receipts for materials and can claim a reasonable amount for their time.  
TIP – in this scenario, a reasonable time and cost must be for less than it would be if a contractor was employed, as a landlord has a duty to minimise the cost to a tenant
- ✔ Where a property was decorated by a tenant during the tenancy, to a good or professional standard in neutral colours, or in the same range of colours palette than at the start of the tenancy, and then returned in the same or better condition, a landlord's claim for redecoration is likely to be unsuccessful as there would be no evident loss

For more information see our [guide to fair wear and tear](#).

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

Authorised by:



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