



# Adjudication Case Study: Smoking

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 and tenants. This is an example of an adjudication following a dispute over costs for redecoration after a tenant smoked in the property.

## Case summary - landlord claims against tenant

<b>Background:</b>	This case involved a dispute at the end of the tenancy over the costs incurred for the redecoration of the property to alleviate damage caused by the tenant smoking.
<b>Disputed deposit value:</b>	£888
<b>Dispute details:</b>	The landlord claimed deductions to the tenant's deposit for the cost of redecorating the property in order to eradicate the smell left by the tenant smoking in the property throughout the tenancy.
<b>Outcome:</b>	Following the adjudication process and based on the evidence provided £275 was awarded to the landlord and £613 of the disputed amount was awarded to the tenant.
<b>Key topics:</b>	Third party evidence, inventories and check-in/check-out reports, reasonableness.

## Case details

The landlord submitted that the tenant was responsible for the cost of making good the damage caused by smoking in the property. The landlord claimed that cleaning alone would not be sufficient to eradicate the smell of smoke left behind and that the property needed to be painted.

The tenant did not make any claims in regard to the dispute.

## Evidence provided

The landlord submitted check-in and check-out reports compiled by an independent inventory company, contractor estimates and invoices for costs incurred to redecorate the entire flat as well as the email correspondence between the landlord and tenant about smoking in the property.

## Adjudicator's findings

From the email correspondence between the landlord and tenant the adjudicator was satisfied that the tenant did smoke in the property and was therefore in breach of the Tenancy Agreement and liable for costs to make good the damage caused.

The adjudicator acknowledged the landlord's invoice for £888 for the costs incurred to redecorate the entire flat. The independently compiled check-in and check-out reports showed no record of smoke damage at the start of the tenancy but did note the hallway, sitting room and bedroom as smelling of smoke or having stains on the walls at the end of the tenancy.

The check-out report only noted damage caused by smoking in specific areas of the property so the adjudicator was not satisfied that the tenant was liable for the full cost of redecorating the entire property, which the landlord was claiming. An important piece of evidence was an estimate from the contractor which stated that only one coat of paint would be needed to remove the smell and resolve the issue. No other evidence was provided to explain why the landlord had chosen to fully redecorate.

Instead, the adjudicator found it reasonable to allow the landlord to retain part of the cost incurred for redecoration; namely £225 for one and a half day's labour and £50 towards materials. The remaining amount was returned to the tenant.

### Key points from the case:

- Making reasonable and proportionate deductions
- Independently compiled check-in and check-out reports
- Providing estimates and receipts of repair and remedial work

## Note

All Alternative Dispute Resolution services recognise that dispute cases vary, therefore the outcome will depend on the interpretation of the evidence presented.

## For more information

- See further case studies
- Visit our Resource centre on our website.