

WEBINAR

Be the adjudicator: live!

Inside the evidence



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In today's session you will:

1

Assess four different types of claim

2

Review statements and evidence provided by landlord and tenant

3

Test your adjudication skills live

4

Find out how our adjudicators would decide in each scenario

The claims

- › Cleaning (£132)
 - Cleaning defects shown in the check-out report
- › Damage to bathroom flooring (£214.50)
 - Bathroom floor is stained
- › Redecoration
 - Bedroom 2 paint is patchy (£320)
 - Kitchen paintwork is marked (£190)
- › Rent arrears and re-letting fees (£2,000)
 - Tenant moved out before the end of the fixed term



The claims

Landlord deductions	
Deposit amount	£1,500.00
Remaining balance	£1,468.00
Agreed amount returned to landlord	£32.00
Agreed amount returned to tenant	£0.00

Landlord claims	Amount claimed	Agreed amount	Disputed amount
Cleaning	£132.00	£32.00	£100.00
Damage to the bathroom floor	£214.50	£0.00	£214.50
Redecoration – repaint bathroom 2	£320.00	£0.00	£320.00
Redecoration – repaint kitchen	£190.00	£0.00	£190.00
Rent arrears	£2,000.00	£0.00	£2,000.00
Total	£2,856.50	£32.00	£2,824.50

The proposed deductions exceed the amount of available deposit. In line with the Terms and Conditions of The DPS, I can only make an award to the value of the available deposit. If I make any award this cannot exceed £1,468.00.

Poll

Where is the claim likely to fall?

A

All to
tenant

B

All to
landlord

C

Split

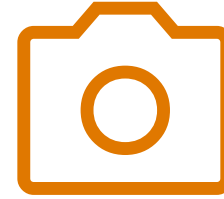
The evidence



Tenancy agreement



Check-in and
check-out reports



Photographs



Email
correspondence



Invoices and
quotations

Poll

Is the check-in and check-out report reliable?

A

Yes

B

No

Poll

Is there any other reliable check-in or check-out evidence we need to consider?

A

Yes

B

No

Evidential value

The primary evidence

- › Tenancy agreement
 - Does this relate to the correct tenancy?
 - Has it been signed by the parties?
 - What are the relevant clauses?
- › Check-in and check-out reports
 - Are these dated in line with the start and end of the tenancy?
 - Do they relate to the correct address?
 - Do they provide good detail?
 - Are they comparable?
 - Are they independent and signed by the parties?
 - Do they include photographs?



Evidential value

The primary evidence

- › Tenancy photographs
 - Are these dated in line with the end of the tenancy?



Claim 1: Cleaning

The Landlord's statement:
The check-out report showed the tenant missed some areas that needed cleaning.



The Tenant's statement:
I cleaned the property thoroughly
before I moved out.



What is the tenant's obligation?

Clause 9.22 of the tenancy agreement states:

... To deliver up the Premises with full vacant possession with all the Fixtures and Fittings at the determination of the Term in the same clean and tidy condition and order as at the commencement of the Term.....

Has the tenant breached the obligation?

What does the evidence say? Review the check-in report.

12. Kitchen

12.7	Kitchen units	Range of wood laminate cupboard doors and drawers, matching chrome handles	In good, clean condition
12.8	Worktop(s)	Black mottled laminate work surface	In good, clean condition
12.9	Sink	Stainless steel sink unit, complete, 2 strainer plugs	In good, clean condition
12.10	Extractor hood	Bosch chrome cooker hood	Fan and light both working. Underside is greasy. Small dent above the brand logo



13. Bathroom

13.6	Heating	White radiator, complete	In good, clean condition
13.7	Toilet	White ceramic toilet, complete, white plastic seat and lid	In good, clean condition
13.8	Basin	White ceramic basin, no plug	Limescale around the base of the tap



Has the tenant breached the obligation?

What does the evidence say? Review the check-out report.

9. Ensuite (Cont.)				
9.9	Shower unit / cubicle	Tiles shower cubicle to match room, glass panel and matching door in a chrome frame with matching handles. White shower tray, chrome mixer tap, matching flexible hose, riser and shower head	In good, clean condition; cap missing to the front of the mixer tap	As Inventory & Schedule of Condition + Some limescale to shower head Cleaning required - tenant



12 Kitchen				
12.7	Kitchen units	Range of wood laminate cupboard doors and drawers, matching chrome handles	In good, clean condition	Dirt marks within some drawers Cleaning required - tenant



Cleaning required		
Ref	Responsibility	Comments
9.9 Ensuite > Shower unit / cubicle	Tenant	Some limescale to shower head
10.1 Bedroom 2 > door / frame	Tenant	Tape residue to door
12.5 Kitchen > switches / sockets	Tenant	Dirt marks to sockets
12.7 Kitchen > kitchen units	Tenant	Dirt marks within some drawers
12.9 Kitchen > sink	Tenant	Some dirt marks within sink bowls. Some limescale around tap
13.9 Bathroom > bath / bath panels	Tenant	Some limescale to shower head



Poll

Do you think the tenant is in breach?

A

Yes

B

No

Is there a breach?

Yes

There were more cleaning defects at the end of the tenancy than at the start.

Is the amount claimed reasonable?



Bristol Classy Cleaners

To: Sandra Smith	Quote Number: 178 Quote Date: 12 July 2026 Valid For: 30 Days Account: SMI245 VAT Number: 4239862577
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Total amount claimed for cleaning is
£132 (£110 + VAT)

QUOTATION

End of tenancy cleaning as per check out report, 25, Eagle Court, Butterfly Drive, Bristol, BS1 9AA

Total Net Amount: £110.00
VAT @ 20%: £22.00
Quote Total: £132.00

Poll

What is your award?

A

All to landlord

B

All to tenant

C

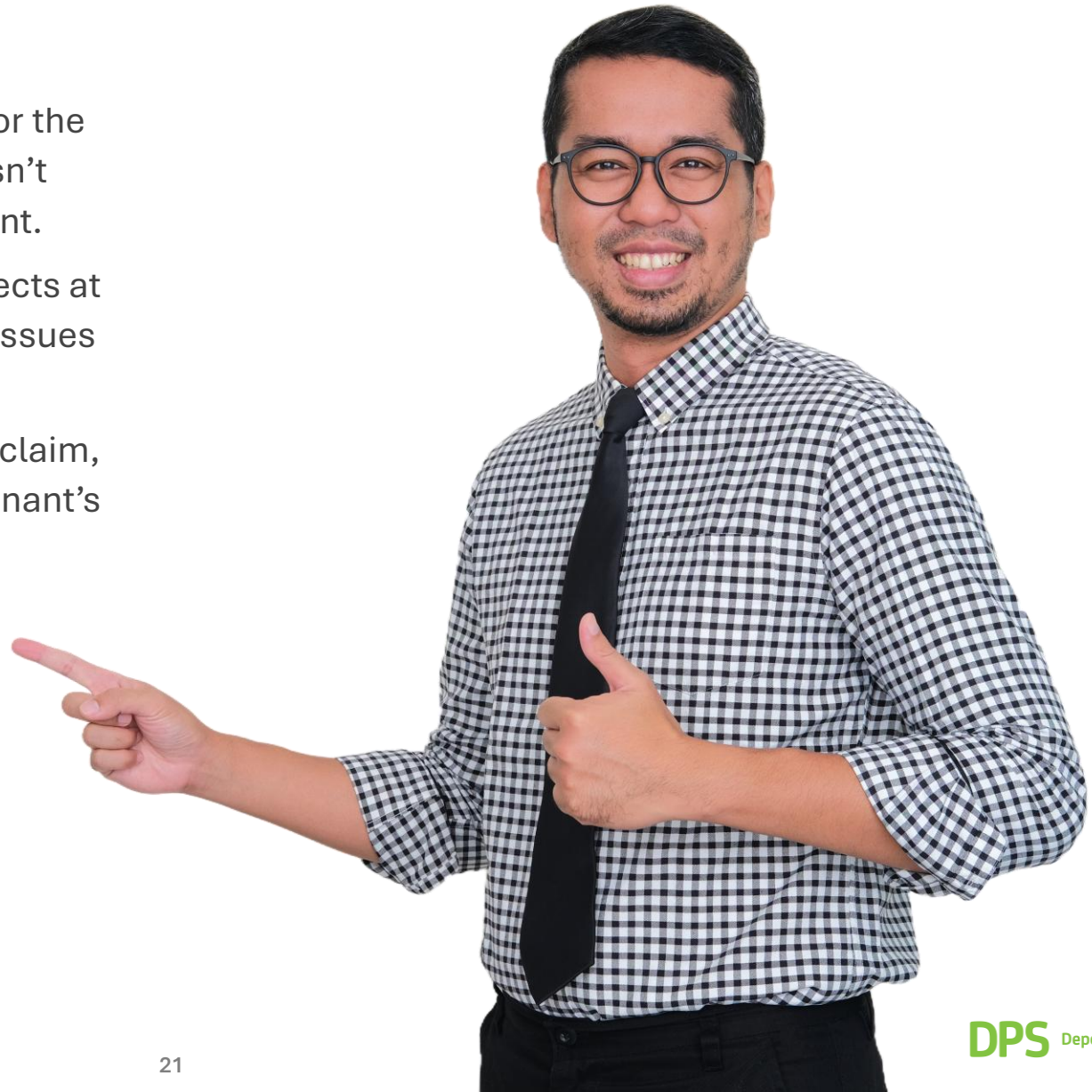
I would award up
to £50 to the
Landlord

D

I would award
more than £50
but less than the
£100 left in
dispute

The award

- › While the **invoice of £132** is probably reasonable for the cleaning included in the invoice, the evidence doesn't support that the tenant was liable for the full amount.
- › This is because there were some light cleaning defects at the start of the tenancy and only comparable light issues at the tenancy end.
- › The **tenant has already released £32** towards the claim, which seems a reasonable amount to reflect the tenant's liability.
- › **No further award.**



Claim 2: Damage to the bathroom flooring

The Landlord's statement:

The flooring in the ensuite bathroom is stained and needs to be replaced.



The Tenant's statement:

The flooring was damaged by the plumber when they came to fix a leak.



What is the tenant's obligation?

Clause 9.23 of the tenancy agreement states:

To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).

Has the tenant breached the obligation?

What does the evidence say? Review the check-in and check-out report.

Check-in report			
9.5	Flooring	Grey/white mosaic tile effect fitted vinyl	In good, clean condition



Check-out report			
9.5	Flooring	Grey/white mosaic tile effect fitted vinyl	In good, clean condition
			Damage to flooring (in front of the sink)



Has the tenant breached the obligation?

What does the evidence say? Review the tenant's photographs.



Poll

Do you think there's been a breach?

A

Yes

B

No

Is there a breach?

Yes

- › The evidence supports that the flooring has been damaged during the tenancy.
- › There is a large, dark stain to the flooring that looks permanent. This would never be considered fair wear and tear.
- › The tenant has not provided any evidence to support that the damage was caused by the landlord's plumber.
- › This is a breach of the tenant's obligations.

Is the amount claimed reasonable?

Quotation submitted by landlord

Bathroom floor	1	£214.50	0%	£214.50
Supply and install white/light grey, vinyl flooring to bathroom floor,				
Labour and materials remove and dispose of existing				

Total amount claimed for replacement is £214.50

Poll

What is your award?

A

All to landlord

B

All to tenant

C

I would award up
to £110 to the
Landlord

D

I would award
more than £110
but less than
£214.50 to the
landlord

The award

- › The landlord provided a quotation for **£214.50 to replace the flooring.**
- › While this seems to be a reasonable amount for the replacement flooring, awarding the full amount would result in **betterment**, as the flooring wasn't new at the beginning of the tenancy. We need to make an adjustment for this.
- › We don't know the actual age of the flooring, so we need to estimate this. Taking both the check-in condition and tenancy length into account, **5 years** seems a fair estimation.
- › Vinyl flooring generally has a lifespan of **around 10 years**
- › This means the damage has reduced the flooring's use by 5 years.
- › **Lifespan 10 years – age of flooring 5 years = 5 years.**
- › Cost of replacement (**£214.50**) / lifespan (10 years) X lost years of use (5 years).
- › **Our award £107.25.**



Claim 3: Redecoration to bedroom 2

The Landlord's statement:

The tenant painted during the tenancy. Although the room was painted back to the original colour at the end of the tenancy, it wasn't done well and the paintwork is patchy. The room will need repainting.



The Tenant's statement:

We did what was asked and painted before we left. The paint wasn't perfect when the tenancy started. They had painted over things like the doorstep.



What is the tenant's obligation?

The tenancy agreement states:

9.14.1 Not to decorate or to make any alterations in or additions to the Premises and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Premises without the Landlord's prior written consent, such consent not to be unreasonably withheld.

and

9.2.2 To deliver up the Premises with full vacant possession with all the Fixtures and Fittings at the determination of the Term in the same clean and tidy condition and order as at the commencement of the Term and in accordance with the Tenant's obligations.

Has the tenant breached the obligation?

What does the evidence say? Review the check-in report.

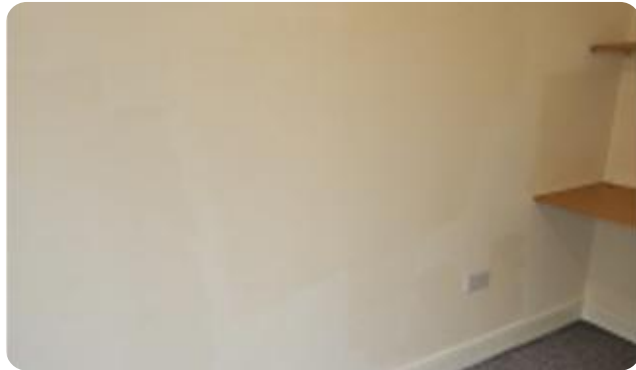
10. Bedroom 2			
10.5	Walls / skirting	Magnolia painted plaster, white painted wooden skirting	In good, clean condition; overpainted doorstop base behind the door



Has the tenant breached the obligation?

What does the evidence say? Review the check-out report.

10. Bedroom 2 (Cont.)				
10.5	Walls / skirting	Magnolia painted plaster, white painted wooden skirting	In good, clean condition; overpainted doorstop base behind the door	As Inventory & Schedule of Condition + Patchy walls



Has the tenant breached the obligation?

What does the evidence say? Review the tenant's photographs.



Has the tenant breached the obligation?

What does the evidence say? Review the correspondence.

From: Sandra Smith <tomtaylor@65789internet.com>
Sent: 14 October 2024 09:13
To: Tom Taylor' <tomtaylor@65789internet.com>
Subject: Re: Decoration in bedroom 2

Dear Tom

I am happy for you to make the flat feel like home, and for you to redecorate. However, I have found it difficult in the past to let properties painted in strong colours, so I can only agree if you agree to repaint the room back to magnolia at the end of the tenancy.

Best wishes

Sandra

From: Tom Taylor' <tomtaylor@65789internet.com>
Sent: 1 May 2026 13:42
To: Sandra Smith <Ssmith@12345internet.com>
Subject: Re: Renters' Rights Act Information Sheet

Dear Sandra

Thank you for your email and the information sheet. I was already aware of the changes.

My circumstances have recently changed and I will be moving in with my partner in June this year. I therefore wish to give my two months' notice in line with the Renters' Rights Act. This notice will expire on 30 June 2026 and I will pay rent until that date.

I am likely to move out of the property by the end of this month, so can you please let me know what arrangements you would like to make for the check out inspection and returning the keys.

Thank you for the time I have spent in the property. I have really enjoyed living here. Can you please let me know the paint colour used in bedroom 2 so that I can put it back to the original colour.

With very best wishes

Tom

Poll

Do you think there's been a breach?

A

Yes

B

No

Is there a breach?

Yes

- › The evidence shows the paintwork was patchy. This wouldn't be considered fair wear and tear.
- › Even though the tenant had permission to redecorate, they were required to return it to the same colour it had been at the start of the tenancy.

Is the amount claimed reasonable?

Quotation submitted by landlord

Repaint bedroom 2	1	£320.00	0%	£320.00
Apply 2 coats of magnolia to bedroom two,				
Labour and materials				

Amount claimed for redecoration
is £320

Poll

What is your award?

A

All to landlord

B

All to tenant

C

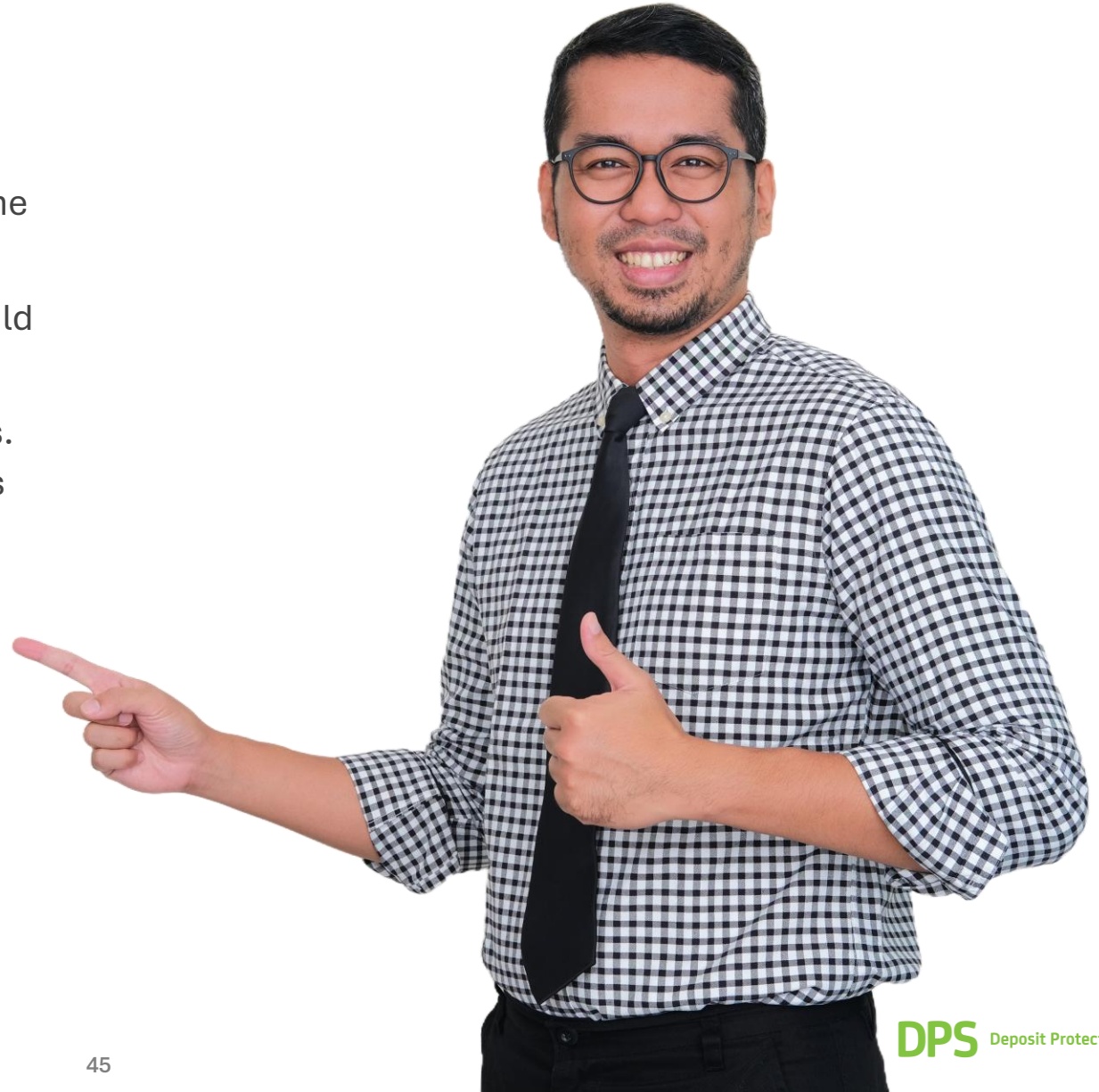
I would award up
to £150 to the
landlord

D

I would award
more than £150
but less than
£320 to the
landlord

The award

- › The landlord has provided a quotation **for £320.00**. This seems reasonable to decorate one bedroom.
- › The décor was not new when the tenancy started, and further fair wear and tear would have occurred during the tenancy.
- › Given the length of the tenancy, it's likely the décor would have been around 3 years old at the end of the tenancy.
- › The average useful lifespan of bedroom décor is 5 years. This means the landlord would have lost around 2 years of use.
- › **It's reasonable to award 40% of the cost, (2 years/5 years), being £128.00.**



Claim 4: Redecoration to
kitchen

The Landlord's statement:
There were lots of marks to the
kitchen wall and this room will
need repainting.



The Tenant's statement:

We were in this property for more than 2 years. Of course there will be marks!



What is the tenant's obligation?

The tenancy agreement states:

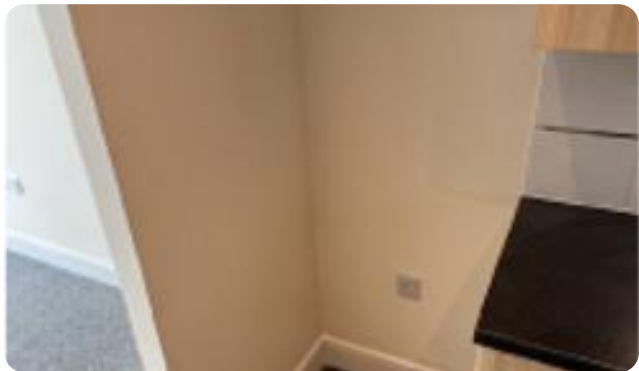
9.2.2 To deliver up the Premises with full vacant possession with all the Fixtures and Fittings at the determination of the Term in the same clean and tidy condition and order as at the commencement of the Term and in accordance with the Tenant's obligations.

9.2.3 To make good all damages, breakages, and losses to the Premises and its contents that may occur during the Term caused by the act or omission of the Tenant or any person who is residing or sleeping in or visiting the Premises (with the exception of fair wear and tear).

Has the tenant breached the obligation?

What does the evidence say? Review the check-in report.

12. Kitchen			
12.4	Walls / skirting	Part white tiles with chrome trim, part magnolia painted plaster, white painted wooden skirting	Grouting is discoloured



Has the tenant breached the obligation?

What does the evidence say? Review the check-out report.

12. Kitchen				
12.4	Walls / skirting	Part white tiles with chrome trim, part magnolia painted plaster, white painted wooden skirting	Grouting is discoloured	As Inventory & Schedule of Condition + Splash marks to walls (above sink) Scuffs to some walls Some marks to tiles



Poll

Do you think there's been a breach?

A

Yes

B

No

Is there a breach?

No

- › Although there was some deterioration, it wasn't more than would be expected in a kitchen after a tenancy of this length. This would be considered fair wear and tear.
- › It's likely the décor would have exceeded its useful lifespan, and the kitchen would have needed redecorating at the landlord's expense in any event.

Claim 5: Rent arrears

The Landlord's statement:

The tenant entered into a 12-month fixed term agreement on 1 December 2025, which contained no break clause. They gave 2 months' notice on 1 May 2026 but vacated on 31 May 2026 and paid rent up to 30 June. We told them we would only release them from their tenancy if they paid the reletting fee. They haven't paid this and we haven't relet the property yet.



The Tenant's statement:

We only need to give 2 months' notice to leave, which we've done. We left on 31 May 2026 but rent was paid up to 30 June 2026. They can't charge us the cost to relet the property.



What is the tenant's obligation?

The tenancy agreement states:

2 The Tenancy shall be from and including the day of 1 December 2025 (“the Commencement Date”) to and including the 30 November 2026 and thereafter continuing as a contractual periodic tenancy from month to month and until terminated by either party serving a notice on the other in accordance with this Agreement.

11.3.2 Should the Tenant wish to leave their contract early, the Landlord is entitled by way of damages, that the Tenant shall pay the costs of re-letting the Premises as well as all rent due under the Tenancy, until the start date of the new Tenancy. These costs will be no more than the maximum amount of rent outstanding under the Agreement.

What is the tenant's obligation?

However...

The Renters' Rights Acts came into force on 1 May 2026 and abolished fixed term assured shorthold tenancies.

Even if a fixed term tenancy was due to end at a later date, on 1 May 2026 it became an assured periodic tenancy.

The tenant needs to give their landlord two months' notice in writing when they want to leave, unless the landlord agrees with them in writing that you can provide less notice. They can do this at any time during the tenancy from 1 May 2026 onwards. The notice must end on the first or last day of the rental period.

Has the tenant breached the obligation?

What does the evidence say? Review the correspondence.

From: Tom Taylor' <tomtaylor@65789internet.com>

Sent: 1 May 2026 13:42

To: Sandra Smith <Ssmith@12345internet.com>

Subject: Re: Renters' Rights Act Information Sheet

Dear Sandra

Thank you for your email and the information sheet. I was already aware of the changes.

My circumstances have recently changed and I will be moving in with my partner in June this year. I therefore wish to give my two months' notice in line with the Renters' Rights Act. This notice will expire on 30 June 2026 and I will pay rent until that date.

I am likely to move out of the property by the end of this month, so can you please let me know what arrangements you would like to make for the check out inspection and returning the keys.

Thank you for the time I have spent in the property. I have really enjoyed living here. Can you please let me know the paint colour used in bedroom 2 so that I can put it back to the original colour.

With very best wishes

Tom

Has the tenant breached the obligation?

What does the evidence say? Review the rent statement.

Rent statement

Property : 25, Eagle Court, Butterfly Drive, Bristol, BS1 9AA

Tenant: Tom Taylor

1 May 2026 <i>(rent for period 1 to 31 May 2026)</i>	£1,300.00		
1 May 2026		£1,300.00	£0.00
1 June 2026 <i>(rent for period 1 to 30 June 2026)</i>	£1,300.00		
1 June 2026		£1,300.00	£0.00
1 July 2026 <i>(rent for period 1 to 31 July 2026)</i>	£1,300.00		- £1,300.00
1 August 2026 <i>(rent for period 1 to 31 August 2026)</i>	£1,300.00		- £2,600.00

Poll

Do you think there's been a breach?

A

Yes

B

No

Is there a breach?

No

- › The tenant was entitled to give 2 month's notice and paid the rent up to the expiry of that notice.
- › As the tenant was entitled to end the tenancy, the landlord isn't entitled to claim re-letting fees from the tenant.

The final award

DECISION

Breakdown of awards:

Claims	Amount
Cleaning	£0.00
Damage to the bathroom floor	£107.25
Redecoration – repaint bedroom 2	£128.00
Redecoration – repaint kitchen	£0.00
Rent arrears	£0.00
Total	£235.25

The remaining balance is to be distributed as follows:

Landlord	£235.25
Tenant	£1,232.75
Total	£1,468.00



Q&A

Any questions?

Thanks for watching!

We'll share the recording after the webinar.



Watch our '*How to have successful tenancies and avoid disputes*' playlist on our YouTube channel:

www.youtube.com/@depositprotection



For more information about claims and disputes visit:

www.depositprotection.com/claims-and-disputes

