



Tenancy Deposit Scheme

Adjudication Digest

No 07/2014

Ringling the changes.....

- The Adjudication Digest takes a recent decision by a TDS Adjudicator and sets out the reasoning behind it. We hope that you will find these digests informative in understanding how we reach our adjudication decisions.
- This document is for guidance only – it is not intended to guarantee when an award will be made.
- Each dispute is different and the actual award made will be based on our interpretation of the specific evidence presented to us.

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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.

Ringing the changes

Amount of deposit in dispute:	£	75.00
Dispute initiated by:		Landlord
Award made:		
Tenant	£	0.00
Landlord	£	75.00
Agent	£	0.00

In this month's case, the tenants arranged for a business telephone line to be fitted at the tenancy property. They claimed that the landlord agreed to this orally, knowing that they tenants were involved in a business at the property. The landlord denies both of these points. Under the terms of the tenancy agreement, the tenants were not entitled to carry on any business at the address and they were not entitled to make any changes to the property without the prior written consent of the landlords. The tenants admit that they fitted the telephone line, and that they did not check the terms of their tenancy agreement because the landlord agreed to the change and knew why the tenants were fitting it.

After the tenants left, the landlord found that the new telephone line interfered with the existing domestic line and called in a contractor to rectify the problem. The tenants state that they were not aware of the problem when they were living in the property. They state that the landlord had produced no evidence that the additional telephone line caused a problem, and had only seen the invoice for the cost of the work carried out.

The adjudicator concluded the landlord was entitled to the amount claimed. It was not necessary for the landlord to prove that the new telephone line caused a technical problem. The tenancy agreement forbade the tenants from running a business at the property. The adjudicator had seen no evidence to show that the landlord has been aware that the tenants did, or that he agreed to this. The tenants had not been able to show that they had obtained written agreement before making changes to the property. There was no evidence, such as correspondence, to substantiate that permission had been given, or on what terms.

So what are the key points here?

- Landlords and tenants should check the terms of their tenancy agreements carefully before making any changes to the property.
- Unless the tenancy agreement already gives permission for changes, make sure that requests for permission are made in writing, and that permission is agreed or disagreed in writing. If permission is given, record carefully the terms of the agreement reached.
- It is a good idea to take a step back from the dispute to understand what the issues are. In this case both parties put a lot of time and energy into arguing over what was in fact a 'red herring'.