Dispute case pest infestation

Case Summary - Tenant claims against landlord Pest Infestation

Background:

This case involved a dispute at the end of the tenancy over the costs incurred for the infestation treatment of bed bugs and the removal and replacement costs of the property's bed.

Disputed deposit value: £657

Dispute details:

At the end of the tenancy the landlord claimed deductions to the tenant's deposit for the cost of infestation treatment due to bed bugs (£264) as well as the cost for removal of the infected bed (£80), a replacement bed (£187), headboard (£76) and canvas (£50).

Outcome:

Following the adjudication process and based on the evidence provided £587.13 was awarded to the landlord and £69.87 was awarded to the tenant.

Key topics:

Fair wear and tear, tenants notification to the landlord of bed bugs.

Case details

The landlord submitted that the tenant was responsible for the cost of the treatment and replacement bed. The tenant denied that they were to blame for the infest ation of bed bugs in the property.

Evidence

The landlord submitted dated and signed check-In and check-out declarations, dated and signed inventory check-in and check-out reports compiled by an independent inventory company, and emails/correspondence and receipts from the exterminators.

Adjudicator's finding

The adjudicator was satisfied that the signed and dated check in and check out reports which were independently compiled were an accurate record of the condition of the property at start and the end of the tenancy.

Furthermore, from the evidence the adjudicator was persuaded, on a balance of probabilities, that the infestation of bed bugs was not present at the beginning of the tenancy and that the infestation had occurred during the tenant's stay. Consequently the adjudicator found that the responsibility for extermination of the infestation fell

to the tenant. The adjudicator also found that the tenant had breached the Tenancy Agreement by not informing the landlord of the infestation.

The full cost of £264.00 for the bed bug treatment was deemed a reasonable and fair claim and thus the full amount was awarded to the landlord. From receipts provided by the landlord, the adjudicator was also able to see the cost of the bed removal and replacement items, demonstrating the actual loss suffered by the landlord.

The adjudicator awarded the landlord the cost for the removal of the bed (£80), however, the tenant is only responsible for damage that exceeds fair wear and tear. Therefore the adjudicator found it fair and reasonable to reduce the award to the landlord for some of the replacement items; bed (reduced by 25%), headboard (reduced by 25%), and canvas (reduced by 10%).

Summary of Awards to Landlord

Adjudicator's reasoning

Removal of bed £80.00 100% Fair wear and tear does not apply
Replacement bed £140.69 75% Due to fair wear and tear
Replacement headboard £57.44 75% Due to fair wear and tear
Replacement canvas £45.00 90% Due to fair wear and tear and inventory which listed no damage to the canvas at the beginning of the tenancy

Key points from the case:

• Independently compiled Check-in and Check-out reports.
• Providing receipts of repair and remedial work.
• Contractors reports.