



IN THE MATTER OF AN ADJUDICATION

UNDER THE DEPOSIT PROTECTION SERVICE DISPUTE RESOLUTION RULES

ADJUDICATION DECISION

Reference to adjudication

There is a dispute between the parties over the tenant's deposit. The parties have agreed to use The DPS Dispute Resolution Service to resolve this dispute, which has been referred to me for adjudication. I confirm that I am qualified to adjudicate this dispute.

Tenancy information

Deposit ID	24264687
Property address	28 Blackwater Close, Brierley Hill, West Midlands, DY5 4QG
Landlord or letting agent	Taylor's Letting Agents
Nominated tenant	Sebastian Dimmock (the tenant)
Tenancy start date	The DPS records refer to a start date of 10 June 2019

Letting agent deductions

Deposit amount	£720.00
Remaining balance	£300.00
Agreed amount returned to the letting agent	£0.00
Agreed amount returned to the tenant	£420.00

Letting agent claims	Amount claimed	Agreed amount	Disputed amount
Termination of live wire due to the removal of the oven hob	£87.50	£0.00	£87.50
Cleaning	£420.00	£0.00	£420.00
Missing oven and hob	£420.00	£0.00	£420.00
Carpet cleaning	£120.00	£0.00	£120.00
Total	£1,047.50	£0.00	£1,047.50

The proposed deductions exceed the amount of the 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 £300.00.

Submissions and evidence

<p>Letting agent submissions and evidence dated 18 December 2025 and 13 February 2026:</p> <p>Tenancy agreement dated 10 June 2019, 10 June 2021, 10 June 2022</p> <p>Check in report dated 8 June 2019</p> <p>Check out report dated 10 December 2025</p> <p>Photographic evidence undated</p> <p>Report of routine property inspection dated 9 September 2019, 12 March 2020, 22 September 2020, 3 April 2024, 14 October 2024 and 22 April 2025</p> <p>Prescribed information relating to the tenancy deposit</p> <p>Invoice</p> <p>Quotations</p>	<p>Tenant submissions and evidence dated 18 and 19 December 2025:</p> <p>Photographic evidence dated 9 December 2025</p> <p>Copies of correspondence</p> <p>Screenshots of an advertisement for the property on an online marketing website</p> <p>Screenshot of an online retailer</p> <p>Tenant's statement</p>
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REASONS FOR DECISION

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- 1 I reach my decision on the basis of the evidence received from the parties. To prove their case, each party is responsible for sending all relevant supporting evidence before the decision is made.
 - 2 It is for the landlord or letting agent to prove their claim. They must show on a balance of probabilities that:
 - the tenant was in breach of their obligations or liabilities under the tenancy; and
 - the sums claimed are reasonable costs or losses incurred or likely to be incurred as a result of the tenant's breach or liability.
 - 3 I have considered all documents received. I would like to reassure the parties that the fact I do not refer to a particular document or point, does not mean that I have not considered that document or point. My decision is based on the conclusions and findings I make from this evidence, and my discussion will reflect this but may not refer to all the individual submissions from the parties.

Sale of the property, tenant's comments and claims

- 4 I note that the tenant disputes the claims on the ground that the property is being sold and consequently the letting agent is not incurring a loss related to the property's condition for a new tenancy.
- 5 I note that the letting agent has confirmed that the property has been sold subject to contract. I note that the letting agents states that due to the property's condition due to tenants breach of obligations, the asking price was reduced by £10,000.00. However, the letting agent has provided no evidence in support of this assertion.

- 6 A tenant is only liable for the reasonable losses incurred or likely to be incurred by the landlord or letting agent as a result of a breach of the tenancy agreement. Where I am satisfied that a breach has occurred, I will consider if:
- there is any evidence that the sale price has been reduced as a result of the breach; or
 - it is reasonable that the tenant would have been required to carry out works before vacating the property, in line with acting in a tenant-like;
 - it is reasonable that the landlord or letting agent would have been required to carry out works before the completion of the sale; or
 - the landlord or letting agent has provided copies of invoices, receipts or other evidence that a loss was incurred before the sale.
- 7 Having reviewed the claims submitted, I find that it is reasonable to expect that the property would need to be cleaned prior to being sold, to ensure the property is presented in an acceptable condition for sale. Therefore, I find it reasonable to consider the cleaning and carpet cleaning claims in this instance.
- 8 Additionally, I find it reasonable to consider the letting agent's claim in relation to the live wire, regardless of the property being sold. Reason being, in keeping with the obligations to act in a tenant-like manner, the tenant would be expected to leave the property in a safe condition, ensuring that no exposed or live wiring remained, and to report any safety hazards to the letting agent in a timely manner.

Evidence

- 9 Where I have received a copy of the tenancy agreement, I will consider the tenant's stated obligations and responsibilities. These will be considered where they are consistent with statutory and common law. Where the parties have not provided a copy of the tenancy agreement, I cannot confirm the exact terms agreed by the parties. In that case, I will consider the obligations and responsibilities placed upon the tenant by statutory and common law.

- 10 The check in and check out reports are the most important sources of evidence in claims relating to the condition of the property or its contents. It is best practice to prepare clear and detailed check in and check out reports. When I consider how reliable a report is, I look for the following:
- if the report refers to the property address;
 - if it is dated;
 - whether an independent inventory provider prepared the document;
 - if it contains clear and dated photographs;
 - if the tenant has signed the report; and
 - if it is easy to compare the two reports.
- 11 I accept that in some cases the reports may not meet all these criteria, so I will sometimes consider evidence with only some of them. I may look for extra evidence to support the reports.
- 12 When I look at photographs and videos I think about the following:
- if the photographs and videos are dated and I am likely to consider them to be more reliable if they are;
 - if the parties have provided me with comparable photographs and videos from both the start and end of the tenancy;
 - I can only assess the condition of the areas shown in the photographs and videos; and
 - I am unable to make any conclusions about the rest of the property.
- 13 The letting agent has provided a check in report dated in line with the start of the tenancy. The report is signed by the tenant and contains comments and low-quality photographs. I find the report to be good evidence of the condition of the property at the start of the tenancy.

- 14 The letting agent has provided me with copies of interim property inspection reports. The check in and check out reports are the main sources of evidence for this dispute, but I will make reference to the interim reports in this decision where it is relevant to do so.
- 15 The letting agent has provided undated photographs, labelled and stated to be taken during the tenancy. I find the photographs to be good evidence of the condition of the areas of the property shown during the tenancy.
- 16 The tenant has provided dated photographs taken at the end of the tenancy. I find these photographs to be good evidence of the condition of the areas of the property shown at the end of the tenancy.
- 17 The letting agent has provided a check out report dated in line with the end of the tenancy. The report is not independent or signed by the tenant but contains comments and photographs. I find the report to be good evidence of the condition of the property at the end of the tenancy, where comments are supported by photographs.
- 18 The tenant has provided me with marketing materials and photographs of the property. I cannot accept marketing materials and photographs as an accurate description of the condition of the property. This is because marketing photographs are often taken at favourable angles and lighting to represent the property in the best possible way. As such, I cannot accept the marketing materials/photographs as reliable evidence in this decision.

Cleaning

- 19 When I look at claims for cleaning, I think about the following.
- At the end of a tenancy, the property should be in the same state it was in when the tenancy began.

- If the property was not fully clean at the start of the tenancy, then the tenant does not have to clean it beyond that standard at the end of the tenancy.
- If the property had been professionally cleaned at the start of the tenancy, the tenant must clean it to the same standard at the end of the tenancy.
- I look at the standard of cleaning throughout the property as a whole.
- Some areas may not be as clean at the end of the tenancy as at the start, but other areas may be cleaner.
- I look at any agreed terms and conditions for cleaning in the tenancy agreement and whether these are fair and reasonable. For example, the Tenant Fees Act 2019 prevents the landlord requiring the tenant to use a third party but allows the landlord to use a third party if the tenant failed to meet their obligations.

20 I may make an award to the landlord or letting agent if the evidence shows that the cleanliness of the property was worse at the end of the tenancy than it had been at the start.

21 Having reviewed the evidence, I find as follows.

- At the start of the tenancy, cleaning issues were noted across the property. These included stains, dust, debris, dirt, a greasy oven, unclean kitchen units, mould and stains on the kitchen sink, residue, smears on the shower curtain, discoloured grout and marks.
- At the end of the tenancy, cleaning issues were noted across the property. These included dusty and sticky residue on windows, grubby marks, dirty cupboards, a stained toilet bowl, unclean bathroom fittings, a stained kitchen worktop, cobwebs, and mould spots.
- On balance, having considered the cleaning issues present at the start compared to those at the end of the tenancy, I find that overall, the property was returned in a comparable standard of cleanliness.
- Further, as the property needed cleaning at the start as well as the end of the tenancy, I am not satisfied that the letting agent has incurred any additional loss.

- Therefore, I cannot find the claim for further cleaning to be valid, and I am not satisfied that the standard of cleanliness of the property deteriorated at the end of the tenancy or that the tenant was in breach of their obligations.
- I make no award in this claim.

Carpet cleaning

22 I will usually make an award for carpet cleaning where the check out evidence shows that the condition of the carpets was not the same as at the start of the tenancy. I may not make an award if there is evidence that the carpets were at the end of their usable lifespan or unclean at the start of the tenancy.

23 The lifespan of carpets will vary depending on several factors such as:

- the area;
- the number and type of tenants; and
- the length of the tenancy.

24 For example:

- the lifespan of a high-use area, such as a hallway, stairs and landing, will be around 7 to 8 years; and
- the lifespan of carpets in low-use areas, such as bedrooms, will have a longer lifespan of around 10 years.

25 From review of the evidence, I find as follows.

- I note that the letting agent seeks the cost of carpet cleaning of 2 bedrooms, the hall, and the stairs and the landing. Accordingly, I will consider only these areas.
- At the start of the tenancy, the condition of these floorings was noted as follows:
 - bedroom 1: laminate flooring; no cleaning issues noted;

- bedroom 2: furniture indents and stains present;
 - stairs and landing: visible stains; and
 - hall: no cleaning issues noted.
- I note that during the tenancy, the flooring in bedroom 1 was changed from laminate to carpet. I note that the tenant submits that they replaced the carpet, but they have not provided any evidence to prove that they replaced the carpet in bedroom 1.
- At the end of the tenancy, the condition of the carpets was noted as follows:
 - hall: no cleaning issues noted;
 - staircase: carpet required cleaning; foul smell and stains present;
 - bedroom 1: several stains and discolouration, particularly at the entrance; and
 - bedroom 2: light clean required; stains and discolouration present.
- On balance, I am not satisfied that the condition of the hall carpet deteriorated during the tenancy. However, I am satisfied that the standard of cleanliness of the bedroom 1 carpet deteriorated by the end of the tenancy. I therefore find the tenant in breach of their obligations in respect of bedroom 1.
- In relation to bedroom 2 and the stairs and landing, having considered the cleaning issues present at the start compared to those at the end of the tenancy, I find that overall, the carpets in bedroom 2 and the stairs and landing were returned in a comparable standard of cleanliness.
- Additionally, there is no evidence that the carpets in Bedroom 2 or on the stairs and landing had been replaced during the tenancy. Taking into account their condition at the start and the length of the tenancy, I am satisfied that these carpets were more than 10 years old by the end of the tenancy.
- As such, I am satisfied that the carpets in Bedroom 2 and the stairs and landing had reached the end of their average useful lifespan and would have required replacement irrespective of the tenant's actions. Any award for cleaning these carpets would therefore result in betterment to the landlord, which is not permitted.
- Accordingly, I find it reasonable to make an award only for the cleaning of the Bedroom 1 carpet.
- I note that the letting agent has claimed £120.00 towards the cost of cleaning the flooring and has provided a quotation in support of this claim but has not provided a breakdown of costs for each carpet area.

- In the absence of a breakdown of costs and having considered the average carpet cleaning cost, I consider it fair and reasonable to divide the amount equally between the four areas, allocating £30.00 to each carpeted area.
- As such, I award the letting agent **£30.00** in this claim.

Missing oven hob

26 In claims for missing items I look at:

- the check in evidence to make sure the item was present in the property at the start of the tenancy;
- the check out evidence to see if it was missing at the end of the tenancy; and
- any admissions by the tenant.

27 If an item is missing, I may make an award to the letting agent towards replacement costs. However, it is unlikely that I will award the full replacement cost (unless the claims if for a second hand item on a like for like basis). This is because I must take into account 'betterment'. This means that the law does not allow the landlord or letting agent to claim 'new for old' from the tenant's deposit. This would result in the landlord or letting agent receiving a better item or more money than the item would have been worth at the end of the tenancy. My award will reflect the 'lost years of use' of the item. This means that I may not make an award where an item is old or worn out, as the item's being missing would not have caused a loss.

28 To establish the lost years of use, I will consider:

- industry or manufacturer guidance on the expected lifespan of the item;
- the condition of the item at the start of the tenancy; and
- any purchase receipts or other evidence to confirm its age.

29 Having reviewed the evidence, I find as follows.

- At the start of the tenancy, an oven and hob were present in the kitchen. The hob showed signs of wear, and the oven was recorded as being in a used condition.
- At the end of the tenancy, no oven or hob was present in the kitchen.
- I note the tenant's submission that the oven stopped working during the tenancy, and that they replaced it during the tenancy. Further, they state that since they had replaced the oven hob at their own expense, they took it along with them while vacating the property.
- On balance, I am satisfied that the oven and hob were missing at the end of the tenancy.
- I consider the average lifespan of an oven and hob to be approximately 10 years.
- Having taken into account the condition of the oven and hob at the start of the tenancy, as well as the length of the tenancy, I find that the appliance had reached the end of its average useful lifespan and would have required replacement in any event.
- Accordingly, although the oven hob was missing at the end of the tenancy, I am not satisfied that the letting agent incurred any additional loss. I therefore make no award in this claim.

Termination of live wire due to the removal of the oven hob

30 Having reviewed the evidence, I find as follows.

- At the start of the tenancy, an oven hob was present in the kitchen.
- At the end of the tenancy, the oven hob was missing from the cooker bracket, and the wiring within the bracket area had been left exposed. The letting agent states that the tenant removed the cooker from the property, leaving unsafe, exposed live wiring.
- I note that the tenant has admitted to removing the oven hob at the end of the tenancy but has not provided any evidence to show that the wiring was safely terminated, nor have they denied failing to have the wiring made safe.
- On balance, I find that the tenant failed to leave the property in a safe and compliant condition. A tenant acting in a tenant-like manner would be expected to ensure that any electrical wiring associated with an appliance they have removed is properly and

safely terminated by a qualified electrician. Therefore, I find the tenant in breach of their obligations and liable for the cost of restoring the area to a safe and proper condition.

- The letting agent has provided an invoice for £87.50 for the required electrical work. Taking into account typical electrician call-out rates and the nature of the work involved, I am satisfied that the amount claimed is fair and reasonable.
- As such, I award the letting agent **£87.50** in this claim.

My conclusions and comments in this decision only related to the deposit dispute. If I made any comments on any other matters aside from the deposit dispute, they are not intended to have any authority. I also remind the parties that in line with the Terms and Conditions of The DPS, this decision cannot be appealed through the Dispute Resolution Service.

DECISION

Breakdown of awards:

Claims	Amount
Termination of live wire due to the removal of the oven hob	£87.50
Cleaning	£0.00
Missing oven and hob	£0.00
Carpet cleaning	£30.00
Total	£117.50

The remaining balance is to be distributed as follows:

Letting agent	£117.50
Tenant	£182.50

Total	£300.00
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Definitions and explanations of commonly used terms

Adjudication

This is an evidence-based decision making process which results in a decision about how a dispute should be resolved.

Adjudicator

This is a qualified expert appointed by The DPS to independently and impartially consider a dispute and provide a decision.

Balance of probabilities

This is a test applied in civil law which means that for a claim to succeed it must be shown as 'more likely than not'.

Betterment

This means the landlord or letting agent is not entitled to claim 'new for old' from the tenant's deposit.

Decision

This is the evidence-based decision of an adjudicator made in relation to a dispute in accordance with the Terms and Conditions of The DPS.

Deposit

This is the money a tenant gives to their landlord under the tenancy agreement, who then pays it to The DPS for safe keeping. The deposit is used as security against breach of the tenant's obligations under the tenancy agreement, for example failure to keep the property in good repair and failure to pay the rent. It is also used as security against other legal responsibilities of the tenant in connection with the tenancy.

Fair wear and tear

This means 'reasonable use of the premises by the tenant and the ordinary operation of natural forces'.

Landlord

This means a landlord of a tenancy.

Letting agent

This is the letting agent who lets or manages a property on the landlord's behalf.

Nominated tenant (contract-holder)

If there is only one tenant in a property, that tenant will also be the nominated tenant. Alternatively, if there is a joint tenancy, the nominated tenant is the person who confirms to The DPS that they will act on behalf of all joint tenants.

Parties

Means the landlord or letting agent and tenant(s).

Property (dwelling)

This is a property which is the subject of a tenancy for which a deposit is protected.

Tenancy agreement (written statement of occupation contract)

This is the written agreement between the landlord and tenant relating to the tenancy of the property.

Tenant (contract-holder)

This is the tenant of a tenancy.

Terms and Conditions

These are the written terms and conditions accepted by the parties when agreeing to The DPS Dispute Resolution Service.

You can find a longer list explaining terms and phrases about deposit protection and disputes on The DPS website:

www.depositprotection.com/learning-centre/glossary/