

ADJUDICATION CASE STUDY

Garden Maintenance



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, agents and tenants.

Head of Dispute Resolution, Suzy Hershman reviews an adjudication decision of a dispute over garden maintenance.

i Case Summary - Agent vs Tenant

Background:	This case involved the upkeep of the garden at a rental property. An independent company was used to create the check-in and check-out inventories. While the garden was neat and tidy at the start of the tenancy, it was found in need of attention at the end.
Disputed deposit value:	£150.
Dispute details:	The garden was left in an unsatisfactory state at the end of the tenancy, with overgrown shrubs, weeds and the lawn in need of mowing.
Outcome:	Following the adjudication process, £150 was awarded to the letting agent.
Key topics:	Clause in AST relating to the upkeep of garden, check-in and check-out reports compiled by a professional inventory firm.

Case details

The tenant moved into the property in 2007 and lived there for almost four years. The property had several garden beds and a lawn. The AST contained a clause stating the tenant was obliged to keep the garden, driveway and paths around the premises clean and tidy, to mow the lawns as necessary, to ensure garden beds were kept weed-free, and shrubs and hedges maintained. When the tenant moved out, the garden was in a poor state, with untidy gardens and the lawn not mown.

Evidence

The agent submitted check-in and check-out reports compiled by an independent inventory company. The reports were accompanied by detailed and digitally dated photographs of the garden, clearly showing its condition before and after the tenancy. Invoices from a gardening company for mowing the lawn, weeding the garden and tidy up hedges and shrubs were submitted, totalling £150. The tenant asserted that much of the growth was not weeds, but untidy self-seeding plants.

Adjudicator's findings

The adjudicator found that the tenant had breached at AST clause obliging them to keep the garden, driveway and lawns clean and tidy. The detailed inventory from a professional inventory company, along with photos, clearly demonstrated the deterioration in the state of the garden. Invoices supplied by the agent showed the cost incurred to have the garden tidied, proving the loss suffered by the landlord.



What we've learnt from this case

- ✓ Ensure all properties with a garden contain a clause in the AST detailing the tenant's obligations to keep it neat and tidy. Alternatively, arrange for a regular gardening and lawn mowing service and factor this cost into the rent.
- ✓ Provide a detailed check-in inventory with clear photos, including outside areas of the property. Ensure it is signed by the tenant.
- ✓ Keep invoices for any gardening company used to tidy up a garden at the start, if appropriate, and end of a tenancy.
- ✓ Carry out regular inspections of the property, to ensure the garden is being maintained especially over a lengthy tenancy.

NOTE: All ADR services recognise that dispute cases vary, therefore the outcome will depend on the interpretation of the evidence presented.