

# OUR APPROACH TO DECISION MAKING



## THE EVIDENCE

Our adjudicators consider all the evidence provided by the parties, but will not necessarily mention all of it specifically in their decisions. Our decisions will explain the key evidence and main factors which led to the outcome.

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## THE BURDEN OF PROOF

It is the responsibility of the agent or landlord to make their claim clear and provide enough evidence to convince the adjudicator that they have a legitimate claim to a share of the deposit. This is known as the burden of proof.

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## THE TENANT'S DEPOSIT

The tenant has no obligation to prove their position. This is because the deposit is the tenant's money and it is up to the agent or landlord to prove their claim on the balance of probabilities. If they cannot do so, the deposit will be returned to the tenant.

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## THE IMPORTANCE OF KEY DOCUMENTS

In most claims, the adjudicator needs to understand the condition and cleanliness of the property and its contents at the start and end of the tenancy. The key documents the adjudicator will be looking at are the inventory/check in and check out reports. These should be clear and detailed and allow the adjudicator to see what has changed during the tenancy.

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## FAIR WEAR AND TEAR

A property will change over time through normal reasonable usage. This is known as fair wear and tear. The tenant is not responsible for fair wear and tear and adjudicators will determine, based on a number of factors, whether any damage exceeds normal expectations.

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## BETTERMENT

A landlord cannot charge a tenant to have the property returned in a better or improved condition at the end of the tenancy. This is known as betterment. The adjudicator's aim is to put the landlord back in the same position, allowing for fair wear and tear, not a better one.

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## AVAILABLE REMEDIES

A landlord may claim for the repair or replacement of an item, or for compensation to reflect a reduction in its value. Compensation is the most common form of award because items are usually still functional and do not need to be repaired or replaced. If the adjudicator agrees that replacement is necessary, e.g. an item is so severely damaged that it is unusable or uneconomical to repair, they will allow for fair wear and tear and betterment. This means that a landlord is unlikely to receive the full replacement value of an item.

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[More information about how we deal with deposit disputes can be found on our website.](#)

