

Why is fair wear and tear so important?

Everyone needs to understand that this principle is here to stay, is implied into every tenancy agreement and must be considered when your tenant has moved out leaving damage or deterioration. If you are thinking about whether to propose costs, all the following questions should be asked so that a reasonable cost can be calculated and discussed, if appropriate.



Who were your tenants?

- Were they individual students, a professional couple or a family?
- Allowing a pet into a property may affect the level of normal wear to a small extent, but anything more is likely to be damage and proportionate costs for putting things right may be justified

Tip: Understanding who your tenants are will help manage expectations on how tenants should leave the property and what amounts to 'normal use' for those living there.

Example: Crayon marks on walls are a classic example. Tenants often think these should fall under fair wear and tear but they are responsible for the damage and costs for putting them right. But remember these must be proportionate to avoid betterment.



How old is the item or area?

- How long is it since it was new?
- Is there an invoice for the purchase or work carried out showing when it was done?
- What information is in the check-in inventory on detail, description and photographs?

Tip: A claim for an item that appears to be old from the start is unlikely to be successful at adjudication. Once an item or area reaches a certain age, the landlord will be responsible for replacing or refreshing it. (see lifespan below).

Example: A claim for a replacement sofa which was recorded as being 'worn' in the inventory one year earlier, and left with more threadbare seats than before and a loose arm. The evidence is not likely to be clear enough to show that what had happened to the arm was more the normal use, considering the condition of the rest of the sofa.



What is the quality of the item or area?

- What records do you have that would demonstrate 'quality'?
- Detailed invoices or receipts should describe the brand or quality of an item or professional workmanship carried out to demonstrate quality. For items such as sofas, ovens, beds etc., this information should be kept and made readily available
- Do any contractors' reports and/or estimates, include what they are replacing and if the replacement is on a like for like basis, or if it is a repair, what the likely cause was (see example below)?
- The check-in inventory should provide enough written and photographic evidence on the level of wear in existence before the tenant moved in. This wear will not be the tenant's responsibility at the end of the tenancy

Tip: Any contractor employed to carry out the repair can help contribute towards any discussion needed with the tenant by writing an explanation of what they found and what the likely cause was.

Example: A fairly common claim is for a replacement bathroom basin which has been cracked during the tenancy. It is not branded so there is no clue as to its quality. While sanitary ware should last several years, accidents happen and a tenant would be responsible for costs towards putting it right. However, claiming for an expensive replacement may not succeed unless you can prove it is the same quality as the damaged one. An element of the normal use must also be considered when calculating any costs.

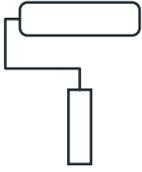


What is the life of the item or area?

- How long an item should last is always subjective and subject to change
- Remind yourself that the consistent approach taken by all adjudicators for décor and carpets starts at five years (in student properties it is closer to three years) and this is where to start
- The lifespan of other items will depend on various factors and be dealt with on a case-by-case basis

Tip: Good evidence can extend the life of an item. For example, a check-in inventory describing the carpet in 'excellent condition', with supporting photographs, and a purchase invoice dated four years ago would suggest the life expectancy is longer than five years.

Example: In a situation where something happened during the tenancy, such as a leak, a contractor's report/invoice which explains the likelihood of the tenant being responsible for the initial problem, or whether it was due to normal wear, is a good start. Then, asking the question, did the tenant report the problem as soon as they noticed it or was it allowed to steadily get worse? This information will all be part of the calculation to work out the extent of the tenant's responsibility towards putting things right.



How long was the tenancy?

- ✓ The tenant is not responsible for the normal wear of any part of the property, while living there
- ✓ In addition, and unless the item or area was 'new' at the start, you will need to add on the use in previous tenancies

Tip: Make sure the check-in inventory is detailed, with a full description of the condition of items and areas in the property, and dated. This information will be key when it comes to any discussion at the end.

Example: A claim for the full cost of redecoration due to excessive damage, which made no allowance for normal use of the property during the two year tenancy. If the condition of the décor at check-in was recorded as 'scuffed, marked and with nail holes in places' it would be unsuccessful. However, a claim may succeed if the damage was due to the tenant's negligence and the proposed cost had considered that the property was going to need redecoration within a year or so, using the life expectancy of five years.

The key to success is having all this information at hand to build a good picture for both yourself and the tenant. Making sure to calculate costs which are reasonable and proportionate, and which a tenant can understand, will increase the chance of a successful discussion.

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