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How can landlords improve their chances in a dispute? Guest blog by Pat Barber, AIIC

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The DPS recently released figures showing that only 18 per cent of disputes over tenant's deposits are won by landlords. This statistic could be vastly improved if landlords better protected themselves at the start, during and at the end of a tenancy agreement.

For starters, some landlords are failing to put a letting contract in place, or they have very unfair clauses in the contract. Other landlords don't conduct an adequate check-in and check-out, or don't keep copies of correspondence with the tenant which could be evidence in a dispute.

It is so important for landlords to ensure they get all the paperwork right at the start and at the end of a new tenancy agreement. Over and over again, we see landlords losing disputes because they can't provide the right evidence to show that a tenant has damaged the property.

Aside from ensuring there is a fair contract in place at the start of a tenancy agreement, landlords should have a thorough and detailed inventory which will enable both parties to be treated fairly and reasonably. By opening a dialogue and using an independent inventory clerk, disputes can be resolved quicker and without the hassle that is often experienced at the end of a tenancy period.

The [AIIC](#) has outlined some guidelines below to help landlords improve their chances in a potential dispute:

- For new tenancies, **landlords should ensure that the property starts the let in a clean and tidy condition**. A tatty property will not magically improve by the end of a tenancy and landlords can't charge their tenants for 'betterment'. Gardens – if your garden is hideously overgrown at the start, don't expect any improvement on the day of check-out and don't expect the tenants to put things right for you at their own expense.

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- Always **address maintenance issues as soon as they are reported**. We come across many cases of minor issues that have become major problems – which the tenant can prove were reported during their tenancy and which the landlord has not bothered to do anything about. This results in a property deteriorating, which in both the long and short term will affect re-letting capabilities and rent achieved.
- Always **have a properly compiled inventory**. This will always be much more detailed than a landlord's own document and will provide vital evidence in any end of tenancy dispute. Your tenants should check and sign their agreement detailing the inventory when they check-in.
- **End of the tenancy** – always encourage your tenant to be present during the check out inspection. It is important that they are aware of any problems and chargeable issues to their deposit. This will avoid nasty disputes. Using a deposit scheme dispute service should always be a last resort. The landlord should make every effort to communicate and negotiate with their tenant.
- **Check-outs** – use an independent inventory clerk as they will have the knowledge and experience to make sure this process runs smoothly. They can make sensible judgements on normal wear and tear, items that are the tenant's responsibility and landlord's maintenance issues.
- **Photography** – detail is vital and fine detail is even better! Take dated photographs of the garden; interior of the shed or garage; inside of the oven; and keys handed over to tenants – these are the main areas of problems that occur and are often down to misinterpretation at the end of a tenancy. Remember, you don't need photos of every single corner of the property, these are frankly a waste of time and effort (and would be impossible to do) – stick to the important things. Don't try to produce a completely photographic or filmed inventory without a complete written accompanying inventory. Films and photographs alone will be of little use in a dispute when an adjudicator is trying to find hard evidence of a particular area. You can bet the problem in question just won't be something you have photographed in the first place!
- Make sure your **property is fit for letting** – on check-in day, the place should be completely clean and any garden areas should be tidy, lawns cut, borders weeded etc. If you don't start correctly, then things definitely won't improve by check-out day/end of tenancy and you'll end up with a very tatty property, which won't be let easily. Tenants cannot be charged for improvements – for making good/cleaning things that were wrong at the start and are still wrong at the end of the tenancy.
- **Have a full check-in** – where you or the inventory clerk check through every line of the inventory. Add any amendments needed and then ensure that the tenant signs the agreement. When moving out day comes, try to make sure that the tenant is present at the check-out and make sure all the problems are explained – nasty surprises later will cause certain disputes.
- Always try to **keep good communication ongoing with your tenants** and encourage them to report any problems as and when they occur during the

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tenancy. This ensures that your property will stay in as good a condition as possible and will avoid problems at the end of the tenancy.

Pat Barber is Chair of the [Association of Independent Inventory Clerks \(AIIC\)](#). The AIIC is a not for profit membership organisation and is committed to excellence and professionalism in the property inventory process. The AIIC works hard to ensure that all landlords, tenants and letting agents understand the importance and benefits of professionally completed property inventories.

These opinions are those of the writer and not necessarily those of The Deposit Protection Service.

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