

PRESS CUTTING

PropertyDrum

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(c. 12,000)

LETTINGSinventories

► DECOR

Landlords are expected to redecorate a property on a regular basis – a general rule is every three to five years. Life expectancy of decorations depends on the quality of the paint or wallpaper and preparation of the surfaces, the location and if a tenant has young children or pets. Multiple person occupancy or smoking will also dramatically affect life expectancy of the decor. Excessive wear and tear, such as numerous nail or screw holes, torn wallpaper, gouges in woodwork, soiling etc, will require compensation.

► CARPETS

Damage such as cigarette burns, animal damage, heavy staining and excessive wear, will require compensation. However, if carpets were not cleaned at the start of the tenancy, the tenant will only be liable for proportion of the charge. The compensation is determined by the manufacturer's recommended life expectancy, the quality and the age and condition of the carpet prior to the tenancy. The expected traffic, location and any extenuating circumstances also need to be considered.

► LAMINATE AND VINYL FLOORING

The quality of laminate flooring varies, which reflects on its life expectancy. However, regardless of quality, it should be accepted that there will be minor marks or damage. Good quality hardwood laminate will have a high life expectancy so may require a higher compensation if there is excessive marking. Inexpensive laminate has a much lower life expectancy and is prone to the 'stiletto heel syndrome'. Vinyl flooring has similar problems, like indents, small nicks and scuffs. It is also prone to tearing. Damp or water getting under the flooring can also arise so it depends on the location as to whether this is fair wear and tear.

► FABRICS

An independent inventory clerk will usually recommend carpets and curtains be cleaned, at the tenant's expense, after a 12 month, or longer tenancy, if professional cleaning was carried out at the start of the tenancy. However, most fabrics, regardless of quality, will age prematurely if cleaned too frequently. When an



Should you allow smoking? It is likely to mean more frequent redecoration at the very least.

animal has been allowed during the tenancy, it is recommended that professional cleaning of all curtains and soft furnishings be carried out.

► APPLIANCES

The life expectancy for small electrical and kitchen appliances is that recommended by the manufacturers and if items fail during normal use, this is fair wear and tear. However, damage caused by misuse is not. Floods from washing machines can affect other residents as well, so tenants should take care.



'Faulty machine or careless tenant? It can be hard to tell.'



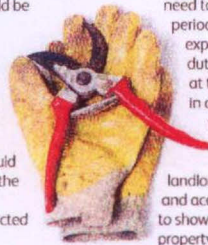
► GARDENS

The landlord should be responsible for maintenance of trees and shrubs as they may need specialist knowledge. If the tenant is to be responsible, it should be made clear on the agreement and a gardener be instructed accordingly.

The tenant is expected to mow the lawn regularly and maintain flowerbeds. A tenant is not normally responsible for the death of living plants and would not be expected to replace bedding plants.

However, if their specific action has caused the damage, this may be considered excessive wear and tear, such as dead areas of lawn caused by play equipment.

Normal weather soiling to paths and patios is considered fair wear.



► NATURAL FORCES

There are numerous factors that need to be considered and fair wear and tear would include the effect of sunlight (UV) causing fading and the rotting of net curtains and conservatory blinds.

Storm damage to structures is not normally be considered the tenants responsibility. However, water will cause significant problems and tenants are expected to report such damage to enable it to be dealt with swiftly.

Weathering of external surfaces, garden furniture and fencing, is considered to be fair and is a maintenance issue for the owner.

► CONDENSATION AND DAMP

A very problematic area and a number of factors need to be considered before assessing whether mould staining caused by condensation is fair wear and tear or not. If the landlord has provided extractor fans, air vents and adequate clothes drying facilities, the tenant would be expected to use them. If there is evidence that they have not been used, mould damage would then be considered to be excessive wear and tear.

► AND FINALLY... CLEANING

Soiling or staining to any degree is not considered to be fair wear and tear. Landlords cannot expect 'new for old' when something is damaged as everything has an expectancy of useful life and will need to be replaced periodically at the landlords' expense. Tenants have a duty to return the property at the end of the tenancy in a condition consistent with that described on the inventory. This is why it is vital for landlords to have a detailed and accurate documentation to show the condition the property was in at the start of the tenancy in order to assess whether its condition is consistent.

► LEGISLATION

AIIC members are kept fully informed of current legislation and the evolution of fair wear and tear issues so their knowledge will enable them to make a fair and reasonable assessment of the condition of the property at the start and end of the tenancy.

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