

Fair Wear and Tear Guide





The Association of Independent Inventory Clerks

The AIIC are the only independent inventory membership organisation in the UK. The AIIC was formed in 1996 by professional independent inventory clerks who were concerned that industry standards were not being met. The AIIC has continued to grow and has members nationwide.

We are well respected throughout the industry for providing quality training and support for our members and being a leading industry voice.

All of our AIIC members must comply with our Code of Practice and work within our Guidelines to Professional Practice. All our clerks are fully covered by both professional indemnity and public liability insurance.

Our website contains details of all our training courses, an A-Z directory of our members plus a wealth of useful information for not only independent inventory clerks but also agents, landlords and tenants.

Visit us for more information at:

www.theaiic.co.uk

What is Fair Wear and Tear?

A lack of understanding of fair wear and tear often causes confusion between landlords and tenants of a rented property and ends up in a dispute over a deposit return.

The House of Lords has stated that a tenant can not be held responsible for changes to the property caused by “the reasonable use of the premises by the tenant, allowing for the ordinary operation of natural forces, ie the passage of time”. Allowances must be made for “fair wear and tear”. Tax authorities will allow a proportion of the rental value to be offset against tax to allow for wear and tear.

Members of **The Association of Independent Inventory Clerks**, (AIIC), are experts in assessing “fair wear and tear”. They have the knowledge and experience to take into account all factors and make a fair and reasonable judgement as to whether something is fair wear and tear or not, whether it should be considered a maintenance issue for the landlord or the tenant should be reasonably charged for the damage.

Betterment

One of the most important principles is that the law does not allow for “betterment” at the tenants expense. This means the landlord cannot expect “new for old”, when something is damaged. Everything has a life expectancy and will need to be replaced periodically at the landlord’s expense.

Landlords cannot expect cleaning charges for something that had not been cleaned at the start of the tenancy. However, if the condition is significantly worse, a proportion of the charges necessary to bring it back to the pre-tenancy condition may be required.

The tenant has a duty to return the property at the end of the tenancy in the same condition consistent with that described on the independent inventory at the start of the tenancy, with an allowance made for fair wear and tear.

Landlords need to produce detailed and accurate documentary evidence to show the condition the property was in at the start of the tenancy. This will be compared with a check out report at the end of the tenancy in order to assess whether there are any damages which require compensation from the tenant or fair wear and tear.

Assessing Fair Wear and Tear

When assessing “fair wear and tear” a number of factors need to be taken into consideration. The main ones being:

The Quality of the Supplied Item

This will vary considerably, and will determine the life expectancy of the item, whether furnishings or decorations. For example, a high quality wool mix carpet would have a longer life expectancy than a synthetic carpet.

The landlord should retain all receipts and remove any high value or sentimental items from the property.

The Condition at the Start of the Tenancy

This will help to determine the approximate age at the start of the tenancy. Is it showing wear from previous usage use or is it new or in new condition?

The Condition at the End of the Tenancy

What has changed? Are there additional marks or damage?

Any Extenuating Circumstances

Have there been any events beyond the control of the tenant, or permission given for actions?

When assessing changes in condition you must consider the following:

1. The length and type of tenancy
2. How many tenants were in occupation
3. Has the damage been caused through normal use of the property
4. The age and quality of the item (lifespan)
5. The location of damage/wear
6. The extent of damage/wear

Whilst the Terms of the Letting Agreement may overrule any recommendations, and your inventory clerk may make alternative recommendations for specific situations, in general this guide sets out the guidelines as to how fair wear and tear is determined.

It should be remembered, however, that every property and tenancy is different, and there may be extenuating circumstances as to why a decision has been made.

Decorations

Landlords are expected to redecorate a property on a regular basis. How often will depend on a number of factors, but usually approximately every 3 to 5 years.

Expert advice should be sought when specialist wall coverings, such as silk panels or linen/silk finished wall paper are involved. These will need expert treatment to clean and repair any damage.

The life expectancy of decorations will depend on:

- The quality of paint/paper and preparation of surfaces.
- The location: heavy traffic areas such as hallways will require more frequent redecoration.
- Whether the tenant has young children, pets, or there have been multiple occupants in the property.
- Whether the lease allowed smoking in the property. Permitted smoking will usually be considered a cleaning issue to remove the residue and odour left by nicotine.
- If the property is prone to condensation or damp.

Normally, excessive wear and tear will require compensation, e.g. numerous nail or screw holes, torn wall paper, gouges in woodwork, soiling, etc. However, it must be accepted that there is likely to be some degree of marking to walls at the end of a tenancy due to normal use of the space.

Carpets

It should be accepted that carpet tread will flatten over time where there has been foot traffic/wear. It is reasonable to also see furniture indentations. The landlord should expect to see some minor shading and wear to central areas through normal usage.

Stains or soiling caused during the tenancy will require a cleaning charge. However, because of the rules of “Betterment” if the carpets were not freshly cleaned or was showing some marking at the start of the tenancy, the tenant will only be liable for a proportion of the charge, subject to the degree of staining/soiling.

Damage to a carpet, e.g. a mark which cannot be removed by cleaning such as cigarette or iron burns, animal damage, heavy staining, excessive wear, will require compensation. However, this will not necessarily be the full cost of replacing the carpet due to betterment.

The level of compensation will be determined by:

- The Manufacturers recommended life expectancy.
- The quality of the carpet and the underlay or sub flooring.
- The age of the carpet prior to the tenancy.
- The condition the carpet was in at the start of the tenancy.
- The expected traffic/use during the tenancy. The location and number of occupants.
- Any extenuating circumstances.

Depending on the terms of the tenancy agreement, when an animal has been allowed during the tenancy it is recommended that carpets should always be professionally cleaned. Domestic cleaning is normally not sufficient to de-odourise or prevent infestations.

Laminate flooring

The quality of laminate flooring varies considerably, which reflects on its life expectancy. However, regardless of quality it should be accepted that there will be minor marks and scuffs, that joints may open or crack with movement, or small pieces may lift.

Good quality hardwood engineered laminate will have a high life expectancy and, therefore, will require higher compensation should there be excessive marking or damage.

Inexpensive laminate is often soft wood, or not wood at all. This has a much lower life expectancy, and will also be prone to heel and furniture indentations. This would normally be considered to be fair wear and tear but account would be taken of location and degree of marking.

Laminate flooring is not suitable for use in bathrooms or kitchens, unless a specialist waterproof version has been used. If water penetrates the joints it tends to swell and the top surface blister and lift. This would be considered wear and tear. Tenants are expected to keep flooring clean so there should be an expectation that all hard floors will come into contact with some water.

Vinyl flooring has similar problems to inexpensive laminate as regards indents, small nicks, scuffs etc. It is also prone to tearing around machines that vibrate when used. However, there are also issues with the sub floor affecting the life expectancy. There may also be an issue with damp or water getting under the flooring and not being able to dry off. Whether this would be considered fair wear and tear would depend on location and the reason for the water ingress.

Fabrics: curtains, blinds & upholstery

If the carpets or upholstery was cleaned at the start of the tenancy, a tenant would be expected to have them professionally cleaned at the end. If these were not cleaned at the start of the tenancy only a proportion of the charge will be recommended, depending on the degree of soiling.

However, most fabrics, regardless of quality, will age prematurely if cleaned too frequently. Therefore, we recommend that professional cleaning be carried out at the owner's discretion.

When an animal has been allowed to reside in the property during the tenancy it is strongly recommended that professional cleaning, and sometimes fumigating, of all curtains and soft furnishings be carried out in addition to cleaning carpets.



Appliances: kitchen and small electrical

The life expectancy is that recommended by the manufacturers.

Tenants would not be responsible for charges to service or maintain the appliance. If the appliance fails because of normal usage this would be considered fair wear and tear.

However, damage caused by misuse, storing incorrectly, or soiling is not considered to be fair wear and tear and compensation would be due to the landlord.

Gardens

The tenant is expected to maintain the garden to the same standard at the start of the tenancy and as documented in the independent inventory report.

It is usual for the landlord to be responsible for the control of any large trees and shrubs, as pruning or maintenance of these items may need specialist knowledge.

Always bear in mind betterment when dealing with gardens.



Maintenance

The tenant is expected to mow the lawn on a regular basis, and to maintain flower beds and to keep them weed free, consistent with the season.

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, eg dead areas of lawn caused by sheds, damage caused by play equipment and trampolines.

Normal weather soiling to paths, patios etc is considered fair wear and tear, including marks left by planters on paving – unless the landlord has evidence that these areas were professionally jet washed prior to the tenancy. The tenant should ensure, however, that paths and patios are swept, and furniture cleaned.

Damage by natural forces

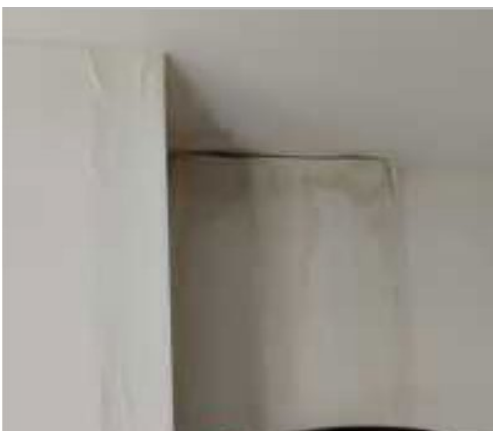
There are numerous factors that need to be considered. Examples of what would be considered fair wear and tear include:

The effect of sunlight (UV) on curtains and carpets causing fading, discolouration and in some instances resulting in fibres disintegrating. On furniture there could be fading, especially if smaller items, such as mats, are left on surfaces.

Window coverings discolour as they are often subjected to intense UV light.

Weather damage to structures would not be considered the tenant's responsibility. However, the ingress of water will cause significant problems. Tenants are expected to mitigate any damage in the property and must report such damage to enable it to be dealt with swiftly. If the tenant fails to report the damage, and allow the landlord the opportunity to rectify, they may be liable to contribute towards the cost of repairs.

Weathering of external surfaces:- Garden furniture, especially wooden, and fencing rot. However, this is considered fair wear and tear, and a maintenance issue for the owner – unless furniture covers were supplied.



Condensation and damp

This is 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.

In normal circumstances if the landlord has provided working 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 be considered to be excessive wear and tear.

A landlord can not expect a tenant to ventilate a property if they have not provided adequate ventilation. It is unreasonable to expect tenants to keep windows open to ventilate a property. There are insurance, safety and security, and energy conservation issues.

However, live mould is considered to be a cleaning issue and therefore chargeable to the tenant. They are expected to clean mouldy surfaces, but residual staining would be considered fair wear and tear.



Cleaning

The property should be returned at the end of the tenancy to the same level of cleanliness as it was given at the start and as documented in the independent inventory report.

Any increase in soiling or staining to any degree is not considered to be fair wear and tear

Members of The Association of Independent Inventory Clerks (AIIC) are kept fully informed of current legislation and the evolution of “Fair Wear and Tear” issues. Their knowledge will enable them to make a fair and reasonable assessment of the condition of the property both at the start and end of the tenancy.

In the event of a dispute between the landlord and tenant the independent inventory report, any mid term inspection reports and the check out report are crucial to enable both parties to be treated fairly and reasonably.

Excellence through Independence

To find your nearest AIIC member, for details of our industry leading training courses and for other useful information please see our website

www.theaiic.co.uk

