



The AIIC Guide to
Understanding
Fair Wear and Tear



Patricia Barber

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About The Author

Patricia Barber has worked as an Independent Inventory Clerk for more than twenty five years and is a published writer on a variety of subjects.

Patricia has a broad knowledge of the industry as a whole and a real passion for the subject with her long standing inventory business and hands-on experience in lettings both as a negotiator and a property manager, she is also a landlord and therefore understands the whole lettings process from all viewpoints.

She has been an Executive member of the Association of Independent Inventory Clerks for several years, was voted onto the AIIC Council and finally became Chairman three years ago believing that AIIC has a vital role to play in raising industry standards.

Patricia is the author of 'First Time Tenant' published by Constable and Robinson – available in paperback or ebook editions from all good bookstores and 'An Inventory Clerk's Guide to Self Employment' published by AIIC, available via AIIC Central Office and online/Amazon in multiple ebook formats.

More about Patricia and First Time Tenant can be found on her website:
<http://patriciabarberauthor.wordpress.com/>

About The Association Of Independent Inventory Clerks (AIIC)

The AIIC was founded in 1996 by independent inventory clerks as a membership organisation working to raise industry standards. The AIIC currently has 650 members nationwide, all of whom must abide by the AIIC Code of Practice and are fully insured. The AIIC is a self-regulatory body, being the UK's largest and longest established inventory membership organisation. The AIIC is run on a not for profit basis. If you need an independent inventory clerk check the AIIC online directory, the AIIC website also carries a host of important industry related information.

<http://www.theaiic.co.uk>

Contents

| | |
|--------------------------------|----|
| Introduction | 5 |
| Defining Fair Wear and Tear | 8 |
| Identifying Fair Wear and Tear | 14 |
| The Compensation Formula | 69 |
| Life Expectancy of Items | 71 |
| Index of Life Expectancies | 85 |
| References | 94 |
| Useful Links | 94 |

INTRODUCTION

Carrying out the final check out inspection on a property at the end of a tenancy can become a very stressful process without the necessary knowledge to make proper recommendations that will be acceptable to all parties. It is important for anyone involved in the letting process to have a thorough understanding of the accepted rules and principles of fair wear and tear.

The Association of Independent Inventory Clerks has around 650 members nationwide and a wealth of experience in the whole lettings process, and has been training clerks, landlords, agents, and other interested parties in all aspects of the inventory process since 1996. We are a not for profit organisation and a self-regulatory body. All AIIC members are regularly spot checked for accuracy and to ensure that our high standards are maintained. AIIC members must abide by our Code of Practice and Guidelines to Inventory Practice and should any problems occur we have a full complaints procedure and separate complaints committee to enable us to adjudicate in an unbiased manner. The AIIC Chairman, Patricia Barber, is a published author who has worked in the lettings industry for around 30 years and regularly writes on a number of lettings related subjects for press and online media.

We recognise that not everyone is able to have access to this sort of information about fair wear and tear without attending a course, yet everyone involved in lettings, even a landlord with just one investment property, will find this book useful. Knowledge of these issues can help resolve end of tenancy disputes quickly and calmly which is beneficial to all.

Professional inventory clerks make fair wear and tear judgements many times each day, every day of the week. They will have a proper grounding in all aspects of fair wear and tear, the rules of betterment and normal depreciation – all of which will enable them to make good recommendations on check out reports, calculate proper compensation charges and ensure that all is fair for both tenant and landlord. Now you too can learn how to decide whether your tenant has caused real damage or if something is just normal fair wear and tear for a particular tenancy.

Tenants must take responsibility for any damage they have caused, likewise for any additional cleaning or gardening issues. However, landlords must also be realistic. I have lost count of the number of times that a landlord demands that his property is repainted from top to bottom following a five year tenancy when the marks on the walls are no more than normal fair wear and tear.

Knowledge is a powerful thing and our **Guide to Understanding Fair Wear and Tear** will give you all the information you need to prepare a safe check out report which

will be acceptable to both the tenant deposit protection schemes and a court of law.

There are many things to be aware of when making end of tenancy assessments so we hope that the information contained in this book will arm you with all the tools you need for smooth resolutions and minimal disputes.



DEFINING FAIR WEAR AND TEAR

This subject is the most misunderstood area of the whole renting process - everyone has their own view of what constitutes fair wear and tear. Landlords and letting agents may hold the view that a tenant is responsible for repainting a whole property at the end of their tenancy, however the law may not agree. A tenant on the other hand may believe that all marks, pin holes, damage etc. left on the interior walls at time of check out will be covered by normal wear and tear and the same viewpoint is often also applied when assessing damage and wear to the contents of a property and its fixtures and fittings.

It is a commonly held view in the lettings industry that the House of Lords has stated that a tenant cannot be held responsible for damage at the end of a tenancy caused by **‘reasonable use of the premises and the ordinary operation of natural forces’** – however while this author can find no precise source for this particular quote, it is a general guideline that has been accepted across the industry.

Professional inventory clerks have to make decisions regarding chargeable issues and normal fair wear and tear every time a tenant checks out of a property. Clerks must have a clear idea about fair wear and tear and be able to justify their recommendations, the same applies to both landlords and letting

agents if they are responsible for the final check out inspection and the check out report.

Clear cleaning issues are never treated as wear and tear, in spite of what many tenants would like to think. It really is simple. Clean is clean, anything less than 'clean' needs cleaning.

Recent figures from the Tenancy Deposit Scheme annual survey reveal that cleaning related issues make up 56% of all disputes. Damage to property accounts for 43%, redecoration 30%, rent arrears 17% and gardening issues 13%. It seems that 55% of all disputes are raised by tenants unhappy about the proposed deductions from their deposit and of these only 21% received all of their deposit back. 45% of disputes were raised by landlords and agents, of these only 19% received the amount in dispute. ^[1]

The over-riding factor when deciding fair wear and tear issues is common sense! A rare commodity at times when emotions are running high. Communication is vital, you should always encourage tenants to be present at any check out inspection and they should be made aware of all the issues that are to be raised in a check out report, this includes cleaning, damage to items listed on the inventory, additional gardening, or missing items. This discussion will inevitably include the subject of fair wear and tear.

Sometimes it is also helpful to include details of major wear and tear issues on a check out report. This not only offers useful information to a landlord but also helps to demonstrate that the

report is trying to be fair and unbiased and that not everything is chargeable to the outgoing tenant.

Two Main Things to Remember

The tenant has a duty of care to return a property in the same condition at the end of the tenancy as found at the start and as listed on the initial inventory report – with allowance for fair wear and tear.

It is also useful to be aware that the law does not allow for betterment or new for old ^[2] ^[3] when assessing the action needed to be taken after a check out inspection. If an item was old at check in, and after a two year tenancy there is some additional damage, the law will not allow a landlord to simply replace this item with a new one. Instead some sort of compensation is allowable towards future replacement.

This betterment principle applies to cleaning issues as well. If a carpet was badly stained at time of check in, a landlord cannot expect the tenant to pay for cleaning at time of check out no matter how long the tenancy has been.

Fair Wear and Tear or Chargeable Damage?

There are several important factors to be taken into account when assessing damage and suitable action or compensation, or

to be able to state that what you are seeing is actually fair wear and tear.

The Age of the Item at Time of Check In

You need to know if the item was brand new when the tenant moved into the property, or if it was several years old already, or even an antique. This allows you to evaluate if its condition is commensurate with its age.

The Quality of the Item

Think about a ready-made piece of furniture from an upmarket furniture supplier as against a flat pack/build it yourself item bought from a chain store. Each has its merits of course but each will have a different life expectancy and therefore the judgement of fair wear of tear will be looked at differently.

The Original Condition of the Item at Time of Check In

Whether the item supplied was new or slightly used - an important factor will be: what was the exact condition, as described on the inventory. Was the item originally damaged in any way, or scratched, or chipped, or were there any defects? If it was new does the landlord have a dated receipt stating when it was bought, where, and how much it cost?

The Type of Tenancy

A property let to a family of six with a dog will inevitably cause more wear and tear than a property let to a young single

professional, or couple. If a landlord agrees to a let with pets, children or smokers then they are accepting a certain amount of additional wear and tear. Sometimes a slight increase in the rent will reflect this - the landlord can plan ahead for extra costs at the end of a tenancy or even take a small additional amount on top of the security deposit, to cover, for example, the cost of fumigation following a let including cats and dogs.

Some letting agents take an additional amount for this as a non-refundable fee since fumigation may be required weeks after pets have vacated. Flea eggs can lie dormant for long periods only to hatch in their thousands when the next tenant has moved in and the previous tenant has received their deposit back. Who will need to pay for fumigation at this time? It's not the landlord's fault or the new tenant's therefore some agents feel it sensible to hold a small contingency fund for this type of problem.

Any Extenuating Circumstances

When making assessments all the available information about the property must be taken into account. For example – a small crack in the corner of a pane in an old wooden framed sash window is considered fair wear and tear. This is because, unless there is an obvious impact mark signifying tenant damage, old wooden window frames will move slightly and wood warps over time. This is not the tenant's fault, the window will have been used in a normal way during the tenancy but movement

causes stress cracks to the corners of the glass. This is unavoidable and deemed to be normal fair wear and tear.

Another example would be for a small hairline crack running from the back of a tap fitting in the bathroom, this will usually be a stress fracture if no sign of impact damage is present. When the taps were fitted a weakening of the ceramic may have occurred and this will worsen over time. It is not unreasonable that with daily use, a couple of years later, a small hairline crack will appear.

Ceramic floor tiles can crack through perfectly normal circumstances. This can be due to normal settlement of a building, or from loose tile grouting or even small items of debris left under the tile when originally laid. Over time this will cause small movements and the result will be hairline cracks to one or more floor tiles. With no sign of chips or other impact damage this would be a normal wear and tear issue.

IDENTIFYING FAIR WEAR AND TEAR

Some Common Problems

It is helpful to look at areas of the property and think about what sort of problems we are going to encounter. What is normal wear and tear and what can be considered tenant damage and therefore a chargeable issue?

Décor

Interior décor seems to cause the most confusion in evaluating wear and tear. Are a few scuffs on a hall wall classed as a tenant cleaning issue or normal wear and tear? As in all things sound common sense must prevail.

Look at the length of tenancy and location of the wall – ie hallway, which is a heavy use area or in a bedroom which is generally a lighter use area and would therefore suffer less. A few scuffs can be cleaned from a wall but whether it is the tenants responsibility to do this or the landlord's depends on several factors. We will deal in depth with condensation and mould issues later in this book but, depending on the usual criteria, this problem can either be classed as normal wear and tear or tenant negligence.

PAINTWORK (emulsioned walls)

The quality of paint varies as does the quality of the painter - a new build for example will generally only be painted with a thin coat which will wear much faster, a landlord could cut corners by watering down emulsion to make it go further or use a good quality paint for his rented property safe in the knowledge that the interior décor will be slower to show wear and tear.

What is wear and tear?

On emulsioned walls you must look at the location of the wall and the length and type of tenancy. A few light scuffs after a 6 month of year tenancy is definitely wear and tear. Heavy markings, scrapes, several additional screw holes during the same length of time will be classed as tenant damage. The longer the tenancy the more allowance must be made for wear and tear. Landlord's frequently expect to have their property repainted at the tenant's cost following a 3 or 4 year tenancy. This is an unrealistic expectation giving no allowance at all for normal wear and tear. If the landlord and his family had lived in the property they would have caused a certain amount of marking to the interior walls. The tenant must be allowed to live 'normally' in a property, the same as the home owner would.

What is not wear and tear?

If a tenant has allowed a sofa or other piece of furniture to continually rub against the wall, causing chipping and heavy rub lines, this is a chargeable issue. Other items not classed as wear

and tear would be nail holes, screw holes, blu tac marks, sellotape, additional cabling fitted either with cable clips or from a drilled hole through the wall. Grease marks and excessively grubby areas would not be classed as wear and tear. If a tenant has moved into an unfurnished rented property and used a bed without a headboard, for example, there will undoubtedly be a large discoloured area to the wall found at time of check out. This is a tenant issue. However if the property was furnished and the landlord's bed did not have a headboard and the same damage was found the tenant and landlord would have a shared responsibility.

Other common damage we find are things like impact damage from door handles, whether a door stop was fitted or not – either way a tenant must take some responsibility for the damage, the cost will of course be less if no door stop was fitted but tenants have a duty of care to look after the landlord's property. One small mark from a door handle hitting the wall should tell the tenant that there is a potential problem, there are simple things that can be done to avoid damaging the wall from then onwards.

Pets and children can cause untold damage! Think of cats and dogs scratching the walls – and every other part of the property if you are not careful. Children love to draw and will crayon on any available surface, this includes interior décor as well as furniture, flooring and doors, to name but a few handy drawing boards.

WALLPAPER

Not all wallpaper is of the same quality and as in all things quality matters. Cheap wallpaper will tear and rub more easily than more expensive wallpaper.

What is wear and tear?

Some discolouration will happen over time to wallpaper, glued seams will slowly become loose and need re-fixing occasionally, some walls may also show bubbling on the surface in places. With daily use, a few very minor nicks to the surface of the paper is inevitable as is a few light scuffs, especially in a heavy use area such as halls or stairways. Some landlords decorate bathrooms and kitchens with wallpaper – very quickly, due to the moist humid conditions of these rooms, the paper will start to peel and fall off the wall. This is normal wear and tear for these areas. The tenant, as always, has a duty to report this kind of problem quickly to avoid things becoming worse than they need to.

What is not wear and tear?

Discolouration caused by nicotine damage/heavy smoking is never wear and tear. Tears to seams or any other part of the wallpaper is classed as damage, as are heavy rubs which remove areas of paper. Children have a tendency to pick at wallpaper seams and suddenly a large bare area will appear, as if by magic.

Mould and condensation are another issue which may or may not be normal wear and tear depending on several factors such as adequate ventilation, age of the building, type of windows etc. More detail on this later in the book.

As with emulsioned walls any heavy markings made during tenancies less than around 3 years would not be classed as normal wear and tear. Also, as with painted walls any screw holes, blu tac marks, nails, pins, picture hooks, additional fittings (without permission), candle smoke damage or picture markings would not be classed as wear and tear.

TILING

Tiles are fairly hardy in normal circumstances but older tiles will have a crazed appearance on the surface, tiles may suffer from stress fractures over time or some slight discolouration. When fitted tiling needs to be cut to fit around sockets and other fixtures, it is not always possible to do this without some damage to the tile – cracks around sockets to wall tiles are common, as are small chips around fittings. Of course some landlords still think that painting over ceramic wall tiles will freshen them up nicely, however in a few months time the paint will start to flake – it is impossible for a tenant to clean tiles frequently and not rub off paint – the tiles will look a complete mess! Painting over tiles is not recommended.

What is wear and tear?

Bathroom issues - Tiled ledges either under basins or toilets or at either end of a bath for example suffer more 'stress' in daily use. Small pieces of tile cut to fit this kind of area will move slightly over time and use causing small hairline cracks.

Sometimes a landlord will fit new wall mounted items such as a shower bracket or toilet roll holder, this drilling will sometimes cause cracking and chipping.

Kitchen issues – grouting behind a hob will discolour faster than in any other part of the kitchen, due to the heat and moisture emitted from the appliance. Wear and tear issues for kitchen wall tiles will be similar to those in the bathroom noted previously. Sometimes tiles around a water source will become loose – think of tiles at the back of the kitchen sink, the water will seep into the grouting, then behind the tiling and before you know it the tiles start slipping away from the wall. If the tenant reports this quickly and the landlord is responsible in carrying out repairs no further damage should occur to either tiles or plaster.

What is not wear and tear?

Bathroom issues – tiles are easy to keep clean with regular attention so cleaning issues are always a tenants responsibility and not wear and tear. Grouting will discolour over a long period of time but if not cleaned regularly by the tenant will

blacken quickly. Smoking in a bathroom can cause nicotine to seep into the grout and badly discolour it. There is no way of cleaning this and the grout will need to be completely removed and replaced – a very expensive business.

Damage to tiles is usually obvious, there will be signs of impact – chips or other damage will be evident. Sometimes the edges of tiles will be knocked and pieces broken off or just chipped.

A bathroom or shower room should have some kind of extraction facility or at the very least an opening window! It is surprising how many landlords feel that the cost of fitting a vent or extractor is a waste of good money, they soon change their mind a few months later when the bathroom is plagued with mould. Yes this is probably a tenant issue but because there is no extraction facility the landlord may be liable to bear part of the cost of making good.

Kitchen issues –again condensation can be a real problem especially if tenants are constantly drying wet washing without any ventilation. Condensation causes water to drip down walls and this moisture will seep into grouting and could loosen tiles.

COVING/DECORATIVE PLASTERWORK

Coving can be treated in a similar way as the main ceiling in terms of tenant damage since there is usually very little that can happen to this area of a room, or so you would think!

What is wear and tear?

Coving sometimes will become loose and fall down – causing section breakages. This happens because the fixing glue has worn and dried out and this has not been caused by any action of the tenant. Coving will discolour and may appear slightly patchy, naturally, over time. Water stains from leaks – not cause by tenant negligence – will be wear and tear.

What is not wear and tear?

Any additional fittings to coving such as pins, screws, blu tac marks etc. is classed as damage, as are chips, scuffs, gouges or heavy discolouration from smoking of constant candle smoke.

MAIN WOODWORK

Gloss painted woodwork is fairly hardy under normal circumstances but does show wear over time. It is important to look at the original quality of the paintwork, a single coat of gloss paint slapped on a skirting board over a rough surface is going to last a lot less than a good quality paint job.

What is wear and tear?

White paint will yellow and discolour over time, older painted areas will suffer paint chips to the edges and paint will flake, especially around window frames and in kitchen and bathroom

areas or anywhere exposed to the elements – like front and back doors.

What is not wear and tear?

When it is not just the surface paint that is chipped but the wood underneath this would be classed as damage. Tenants will find a variety of things to screw into woodwork, think cables running along skirting boards, stair gates with brackets on the bannister posts and opposing walls, extra screws, nails, hooks etc. Skirtings and doors often suffer with scrapes and gouges from heavy and careless use.

DOORS

Doors are prone to more damage than most areas of a property. People will barge into and out of a room, using feet or any solid object to open or close the door. Because of the nature of a door it suffers very heavy use on a daily basis but if used as intended should last a good few years. Minor scuffs and chips are inevitable, pine doors will fade or discolour, sometimes structural cracking will occur in wood naturally. None of this is termed as tenant damage.

What is wear and tear?

Minor chips and scuffs to both doors and frames is considered normal wear and tear and the screws of handles do sometimes work loose over time. Hinges very occasionally work loose

depending on the age of the wood and the way they were fitted originally. Older doors will have cracks to the panels, hooks will fall out over time due to the nature of their use.

What is not wear and tear?

Tenant damage covers things like additional hooks and nails fitted during the tenancy, impact damage, deep scratches and large chips, broken glass. Common damage by tenants also includes damage to hinges – hinges pulled out of their fixings, which is usually accompanied by cracking to the inner door edge and frame.

It is common to find bathroom doors with large mould marked areas, staining or flaking paint caused by the hanging of soaking wet towels for long periods of time.

WINDOWS

What is wear and tear?

Sealant around windows will discolour over time, paint will start to flake and putty on older windows will start to fall out, perhaps loosening the glass. On older windows sash cords deteriorate and fray and old wooden framed windows will also cause small cracks to the corners of the glass as the frame moves over time causing stress on the window itself. Window fittings become loose over time – especially older catches and stays.

What is not wear and tear?

Tenants don't like cleaning and often we find painted window frames blackening badly with subsequent flaking of paint, this is negligence and not wear and tear. Any additional hooks or nails are damage. UPVC windows are not immune to damage, again tenants will put screws into the UPVC (which may negate the landlords guarantee), cuts and gouges are strangely common and a recent case involved a large drilled hole directly through the glazing to fit a satellite TV cable! Window fittings such as catches and stays are often broken off, obvious signs such as sheared metal or damage to a window frame will tell you this is not normal wear and tear.

FLOORING OF DIFFERENT TYPES

CARPETS

The life expectancy of a carpet depends heavily on a number of factors: the original quality, what it is made of – what percentage of wool and man-made fibres - and where in the property it is fitted - is the floor in a heavy or lighter use area? So when assessing compensation charges against a tenant, information is always taken into account concerning how old the carpet was at time of check in, what sort of quality it is and how old at time of check out. Also to be taken into account is the

length and type of tenancy, how many tenants and any other factors like if there were any pets or any children.

What is wear and tear?

Wear and tear on carpets, during normal use, covers things like the pile flattening and wearing over time, eventually becoming threadbare in heavy use areas. Some pilling/bobbling of the surface of the pile will also occur over time. Pale carpets are notoriously difficult to keep in pristine condition and will discolour slightly over time even with regular cleaning. Carpets stretch and the surface will start to lift – rucking is a common term for this problem. This is usually a normal wear and tear issue, unless you know that the tenant has lived in the property for six months, moved the bed in the spare room and used the room as an office – office chairs will cause damage to carpets in a short space of time. If the room was designated as a bedroom and not an office then this type of damage is chargeable to the tenant, it is in excess of normal wear and tear.

What is not wear and tear?

Tenant damage - common problems and chargeable issues are – liquid spillage marks, iron or hair straightener burns, wax spillage, cigarette burns, tears, pet damage or just being left dirty and stained.

RUGS/DOORMATS

What is wear and tear?

With constant walking on, rugs and mats will slowly become threadbare in places and the edges will begin to curl.

What is not wear and tear?

Any cleaning issue is not wear and tear, however door mats do have a fairly short life expectancy due to the nature of their use – how long will depend on their construction. Burn holes, stains, edges chewed by animals, bleach or other spillage – none of this is wear and tear.

WOODEN FLOORING

If a property has soft wood flooring the landlord has a responsibility to leave written care instructions for the tenant and also to leave sufficient furniture buffers fitted to all furniture, this will avoid damage to the flooring. The tenant should be instructed to use furniture buffers on his/her own furniture when adding it to the property.

What is wear and tear?

Wear and Tear on wooden flooring includes problems such as sun fading, boards becoming loose over time and minor

furniture indents especially if no furniture protectors have been supplied.

What is not wear and tear?

Common tenant damage to wooden floors would be - heel indentations, scratches, chips, cracks, spillage and grease stains and splinter damage to board edges. The most common damage that is seen at time of check out are floors that are peppered with stiletto heel imprints. Sometimes it is possible to have the floor sanded down and re-stained at the tenants cost but this depends on the quality of the flooring. Some wooden floors only have a thin top veneered layer of wood making this sort of repair impossible. In these cases the only course of action is to charge compensation to the outgoing tenant, it is not usually possible to charge for replacement flooring, according to many case history adjudications made by the deposit protection schemes.

LAMINATE FLOORING

There are many grades of this type of flooring but even the cheaper laminate type flooring panels are fairly hardy in normal use. Landlords will fit this type of flooring everywhere in the house but just like carpets there are various qualities suited to various areas of a property. Not every type of laminate flooring is suitable for a kitchen or bathroom.

What is wear and tear?

Even on the more expensive floor panels edges could start to chip in places over time, light surface scratches are normal with use. Flooring not specially made for rooms with heavy moisture issues will not last more than a year or two. The natural moisture that these rooms produce will very quickly seep into the joins and edges of the laminate causing some bubbling and lifting to edges. This is not usually a tenant damage issue more that inappropriate flooring has been fitted.

What is not wear and tear?

Deeper scratches, cut out sections and gouges are damage and a chargeable issue.

VINYL FLOORING

There are many different qualities of vinyl and each will have a slightly different life expectancy but can sustain similar types of damage. Vinyl flooring is more suitable for kitchens and bathrooms than the laminated type of flooring and will sometimes last much longer in these areas since it is fairly forgiving.

What is wear and tear?

Wear and tear could be said to cover things like the surface disintegrating over a long period of time, a leak from under the

flooring which is not the tenant's fault, (although if a leak is left unreported and the damage exacerbated the tenant will need to contribute some sort of compensation), tears made by a landlords contractor when moving an appliance for repairs during the tenancy, some lifting to edges where the seal has disintegrated, some discolouration due to the passage of time.

What is not wear and tear?

Common damage to vinyl includes small or large cuts from dropped knives or sharp instruments, chips from impact damage, staining on the surface and underneath from prolonged use of wet mats without lifting them or water ingress of various types (a leaking washing machine or defrosted freezer are the usual causes), tears and rips from moving appliances for cleaning or repairing. Burns are also common not only in the oven area but can be found anywhere on the kitchen floor. Tenants drop hot saucepans or candles in all sorts of places!

CURTAINS AND BLINDS

It is important to remember that curtains (and blinds) fade over time. By their very nature they are likely to be exposed to direct sunlight for long periods. This is fair wear and tear, as are plastic curtain hooks disintegrating, curtain tracks discolouring and curtain pull cords deteriorating over time.

CURTAINS

Good quality curtains obviously last a lot longer than cheaper materials. Life expectancies will always depend on the location of the curtains and the original quality.

What is wear and tear?

Sun fading is always classed as fair wear and tear as is some discolouration over time. Exposure to sunlight will cause linings to disintegrate and shred, tiny pin holes will appear in the material and the linings. Regular washing will cause the material to become weaker, a little shrinkage will also occur over time.

What is not wear and tear?

Signs of tenant damage to curtains are fairly easy to spot such as shrinking through incorrect laundering - linings that are now shorter or longer than the actual curtain, some puckering of the linings or excessive creasing. As this is tenant damage, this is not normal wear and tear.

Other curtain problems that tenants are liable for would be staining, pet hairs, moth damage or cigarette burn holes, thread-pulls or tears.

Curtain poles and tracks can become loose – when deciding if this is a wear and tear issue or tenant cost for repair you need to investigate carefully. Things are seldom what they seem. Heavy curtains can cause additional stress on wall fixings for poles and tracks. As always, you need to work out how long the curtains

have been hung on the pole/track, are they heavy quality curtains or a thinner cheaper type and therefore lighter. Have the screws or fixings just come out of the plaster board cleanly – ie. over a period of time (wear and tear) or is there accompanying damage and chipping around the fixings to indicate that some force has been used. Look at all the extenuating factors. You may like to know if the tenant has had children living in the property as little ones will often like to hang or swing on curtains – this will cause damage and loosening of the curtain pole or track. (A good example of ‘extenuating circumstances’ but not fair wear and tear.)

BLINDS

As with curtains, blinds are subject to extra wear and tear due to their location in the property and general use. Conservatory blinds deteriorate more rapidly than blinds elsewhere in a property because of the excessive heat and general atmospheric conditions that are prevalent in conservatories, orangeries or similar rooms, especially if south facing. Blinds in kitchens and bathrooms will suffer from heavier wear and tear also due to the prevalent conditions in the rooms –regular excessive heat and moisture.

What is wear and tear?

Fading and sun bleaching is a common problem and can occur fairly quickly, pull cords will disintegrate and fall apart, beaded

end trims and turning rods similarly will disintegrate due to the temperature conditions and the nature of the material from which they are made.

Any problems with the mechanism of electrically operated blinds would be the landlord's responsibility – unless negligence by the tenant can be proved by a suitably qualified contractor.

What is not wear and tear?

Tenant damage - tears or holes in blinds are obvious damage as are broken fixings and brackets, especially where there is some plaster damage to the wall. Damaged plaster indicates some force has been exerted. This applies to other problems that you may find in the property where items are fixed to the walls and have now become loose. If screws or rawl plugs have just slipped out of a wall cleanly it is fairly certain that this is a wear and tear issue, if there is any sign of damage to the wall or the fixings this usually indicates tenant misuse.

ROLLER BLINDS

What is wear and tear?

Roller blinds have their own problems and are not expected to last too long with daily use – pulley controls stop working because of weak springs which is a wear and tear issue as is fraying cords. Roller blinds will discolour, blinds fitted in kitchens and bathrooms will show mould to some degree in a

very short space of time. The material will often wear with tiny pin holes showing pin pricks of sunlight through them. Edges of blinds wear and fray easily and edges will discolour and appear grubby after several months of normal use, especially if fitted in kitchens, bathrooms, cloakrooms.

What is not wear and tear?

Excessive quantities of mould – see condensation/mould section for further details of this problem. Tears and burn holes are common, as are blind brackets pulled away from the wall with force (signs of force would be damage to the plaster or bent brackets).

VERTICAL/SLATTED BLINDS

These are fairly hardy under normal circumstances and use. Vertical/slatted blinds hang from a metal top track and are secured together at the base/hem with plastic or flimsy metal connecting chains for each slat.

What is wear and tear?

The odd one or two connecting chains out of place or broken could be termed as normal wear and tear. Over a long period of time the top runners will start to deteriorate and plastic fittings may become brittle and come apart.

What is not wear and tear?

Lots of missing connection chains, or stained, grubby or missing blind slats would be chargeable to the tenant. Broken pulley controls are also damage.

FURNITURE

There are many different qualities of furniture, ranging from expensive antiques to cheaper ‘chain store’ and flat packed items. All furniture, especially polished and other wooden items will suffer from wear and tear.

What is wear and tear?

This includes sun fading (if the landlord placed the item in front of a window before the tenant moved in but not if the tenant moved the item there during the tenancy). Some minor rubs or bruising to angles is to be expected and wear and tear would include a few very light scratches to table tops and supports over a length of time.

Cheaper furniture items – such as wood effect laminate and flat pack type furniture will not last as long as ready built items. Self-built furniture will become unstable over time as cheap fixings work loose during normal daily use.

Edge trims are usually only glued on and these will quickly start to lift. Runners on sliding doors are prone to coming loose over time with doors becoming inoperable or very stiff to open.

What is not wear and tear?

Going back to sun fading - we had a case of a tenant having used the landlord's dining table, already placed in front of a south facing window, as a dumping ground for all his papers and old post. At the end of the tenancy the table top was peppered with odd shaped faded patches. Had the sun fading been fairly consistent throughout this would have been a wear and tear issue but as the tenant had placed random items on the table top and then left them there to give the patchy appearance he was liable to pay the landlord some form of compensation.

Heavy scratching, heat marks or cup rings, serious chipping to any part of the item is not deemed as wear and tear. Damage can also be caused by tenants placing heavy items in drawers which make the drawer base bow downwards or fall out altogether. Spillage of liquids inside drawers or on the top of furniture is chargeable, as are broken handles (depending on the age of the item), or drawer fronts pulled off with excess force.

UPHOLSTERED AND SOFT FURNISHINGS

This category includes things like sofas and chairs, cushions, pouffés, bean bags, mattresses, headboards and conservatory furniture.

What is wear and tear?

Material deteriorates the same as almost everything else over time. Covers fade in the sunlight, material gets thinner and will become threadbare in areas of heavier use. Seats and arms of sofas and chairs show the most common wear problems. The surface of all material suffers from pilling or ‘bobbling’, this is a normal reaction to constant use on the surface.

Leather and leather effect furniture seems to wear even faster. If leather is not treated regularly the surface will become cracked and brittle. Lighter leather furniture will quickly discolour and needs regular cleaning. This material needs to be kept supple with cream cleaners or similar specially made products.

What is not wear and tear?

Stained mattresses, even if a mattress protector is not supplied, is a tenant issue for cleaning or compensation. If the mattress was so heavily stained that cleaning is not an option then compensation would be payable by the tenant towards a replacement. The amount depends as always on the age and original condition and quality of the mattress.

Any tears in furniture covers or other material is damage – allowing for the age of the item as always. Holes, burns, snags and threadpulls will all warrant some kind of compensation allowance.

KITCHEN PROBLEMS

Prevailing conditions in kitchens will require landlords to make allowances for heavier wear and tear. Most kitchen activity will involve fairly dangerous implements and procedures if handled carelessly by the user. Sharp knives, hot pans, water sources – all offer dangers for the unwary tenant.

WORKTOPS

Whatever material kitchen worktops are made of they seem to suffer particularly badly from tenant abuse. It is always sensible for landlords to provide one or two chopping boards or worktop savers even in unfurnished properties for their tenant's use, to help mitigate any potential damage from hot pans or knife cuts.

Wooden block or natural wood worktops need to be regularly maintained. Landlords should expect to treat and seal these every six months to provide adequate protection from water damage and other staining. It is not the tenant's responsibility to do this, it is a landlord's maintenance issue.

What is wear and tear?

Edge trims of worktops, as with those of furniture mentioned previously, will become unglued after time, especially those near sinks and cookers. If a worktop join was not sealed properly then it is inevitable that at some point there will be moisture or water ingress and the wood under the formica surface will begin to swell and cause a lifting and bubbling effect to the worktop edge. This is almost always a wear and tear issue but will depend on circumstances. If wooden worktops have not been treated and maintained by the landlord they will easily become stained. As long as this is not excessive this would be deemed to be wear and tear.

What is not wear and tear?

Knife marks, deep scratches and chips are common problems. Tenants should be advised to use chopping boards to avoid this sort of damage which happens on a daily basis to all worktops, whether laminated, real wood or, to a lesser degree, granite or marble.

Saucepan burns and scorch marks – you will find blistering, bubbling and burning of the surface caused by placing hot pans straight from the hob onto the worktop.

Water damage – usually around the sink but not always confined to this area. Excess water will swell worktop joins and edges in any part of the kitchen very quickly. Water can leak from kettles

for a lengthy period or the worktop can be saturated daily from washing up or other activities at the sink.

None of the above would be termed as normal wear and tear and all would be chargeable to the tenant. The surface of a worktop does wear slightly over time, but as always when making decisions on damage you need to know how old the worktop is, when was the kitchen fitted, what sort of quality is it and therefore what approximately would be the life expectancy with normal daily use.

KITCHEN DRAWERS AND CUPBOARDS

Many kitchens fitted in rental properties may not be of the highest quality and will therefore have a lesser life expectancy than really good quality units. How quickly units suffer from wear and tear will depend on the original quality when fitted and how well the units were put together in the first place.

What is wear and tear?

Over a period of time cupboard hinges will wear out, the hinge fixings will slide out of the unit, handles will become loose or even fall apart, depending on the original quality and type. The coating of the unit front will begin to deteriorate, the edges of the unit will lift slightly. All this is normal wear and tear.

Units at each side of a cooker may show signs of scorching to the edges – this is nothing to do with the quality of the units but

more to do with the appliance, usually the oven seal is faulty allowing heat to escape.

Worktop surfaces do show normal wear – any pattern or texture will wear down over a long period of time leaving smoother areas and colour fading. Some worktop materials may be such that spillage will seep into the surface and become ingrained.

What is not wear and tear?

Damage should be fairly obvious. A hinge that has been forced out of its fixings will also be accompanied by some damage to the unit like chipping and cracking to the wood around the fittings. Shelf edges will sometimes be swollen from excess water or badly stained. This sort of damage is not normal wear and tear.

Edges of doors and drawers wear but excessive chipping or cracking to the edge coating is classed as tenant damage. Any swelling on shelf or door edges, particularly close to the sink, dishwasher or washing machine will usually be damage and not fair wear and tear, unless the tenant had reported a leak from the landlord's appliance during the tenancy.

KITCHEN APPLIANCES

The average life expectancy of a ‘standard’ kitchen appliance would be 5 – 7 years. More expensive and better quality items would be expected to last longer, perhaps up to 10 years or more.

Servicing appliances is always a maintenance issue for the landlord and not usually the tenant’s responsibility. But cleaning and clearing filters, if they are accessible, is something that a tenant is expected to carry out during the tenancy. I have lost count of the number of times that a tenant has reported that their washing machine has stopped working only for the repairing contractor to find several odd socks, wires from a bra or worse blocking the filter. Under these circumstances the tenant would have to pay for the contractor’s call out charge.

But it is important to remember that metal does begin to show rust and paint bubbles after a few years and that fittings do wear out or become loose with age. Nothing lasts for ever and everything has a limited life expectancy.

WASHING MACHINES

Washing machines, sadly, do not have a long life expectancy. There are a lot of components that have a potential to cause problems, the more sophisticated the machines become, the more problems they seem to have! Most things are repairable

but the cost of the repair may be prohibitive and it may be more economical to simply replace the machine.

What is wear and tear?

Rubber seals or collars on the interior of washing machine doors will discolour over a long period of time due to normal use and moisture and heat from the machine. Door hinges do loosen and soap trays and control knobs deteriorate slightly.

What is not wear and tear?

If the seal was in good clean undamaged condition at check in, and heavy blackening and mould is present after only a short tenancy, this is not wear and tear but tenant neglect. Common problems are broken door handles, cracked glass, broken and stained soap trays, blocked filters and broken or missing control knobs. All of which, usually, are a tenant issue.

FRIDGES/FREEZERS

What is wear and tear?

Rubber seals on these are easy to keep clean but over long periods of time will discolour, become brittle and split. The interior of fridge freezers can discolour in places – this is not a cleaning issue but generally wear and tear. If something can be

cleaned then it should be but some discolourations will appear without any help at all. Door handles sometimes work themselves loose and heavy use areas such as milk bottle racks will begin to crack eventually from the stress and weight of their contents on a daily basis.

What is not wear and tear?

If the seal was in good clean undamaged condition at check in and blackening and mould is present after only a short tenancy this is not wear and tear but tenant neglect.

If handles are broken and not just loose this is damage, as are cracked crispers, door racks or freezer drawers and flaps.

Fridges will quite often have small cracks or cuts to the front of the interior base or cracks to the outer casing.

DISHWASHERS

Tenants often make the mistake of thinking that they don't really need to keep dishwashers topped up with salt on a regular basis. Not using a dish washer at all may cause damage to the appliance and these units quickly become very smelly if not cleaned or used regularly.

What is wear and tear?

Because of the high temperature of water used during the wash cycle controls and trims can become discoloured or yellowed over time. Some rust will be expected to the outer casing and even the inner fittings eventually.

What is not wear and tear?

There is no excuse for heavy scale to the interior element, this is a sign of tenant neglect and not using sufficient dish washer salt during the tenancy. Broken door handles, door hinges that are loose or bent downwards indicate that heavy items have been placed on the open door.

COOKERS/OVENS/HOBS

What is wear and tear?

Rubber door seals to ovens and grills can wear over a length of time and some rust will appear to casings. Control panel insignia and control knobs will wear but should still be usable. Electric hobs with solid rings need to be cleaned after every use otherwise they will quickly show rust and corrosion, but with sensible use and care should not show serious rust for a couple of years at least.

What is not wear and tear?

Loose hinges usually indicate that excessive pressure has been put on the door – either by placing heavy items on the open door regularly or even someone falling or pulling down on it. While door seals do wear over a length of time, any cuts or tears or missing sections can be judged as tenant damage, as can melted or even missing control knobs or broken oven or grill door handles . Electric hob plates showing signs of rust or corrosion following a tenancy of less than a year or so could indicate tenant neglect.

AGAS AND RAYBURN OVENS

Overview

These have a very long life expectancy provided they are reasonably well cared for and regularly maintained. They usually need to be serviced annually and although will look fairly worn and used most of the time will improve well when cleaned. AGAs and similar range style units need to be serviced annually, if they are oil or solid fuel fed this may need to be carried out every six months, usually as a landlord's maintenance issue.

What is wear and tear?

Agas are very hardy units and with a little care will not show much wear if cared for properly. Because the heat function is

continuous there may be some slight discolouration over time to hobs and interiors, although generally regular cleaning will ensure that this is minimal.

What is not wear and tear?

Cleaning, as always, is never a wear and tear issue but a chargeable issue for the tenant. Spillages need to be wiped up quickly as Aga's are heated continuously and used as slow cookers. Pans are left to cook for long periods therefore any liquids that bubble over will dry onto the appliance surface very fast, the burnt on deposits are hard to remove.

As always - broken fittings, door handles hanging off, chips to enamel, missing or broken controls – obvious damage – will be a tenant issue.

MICROWAVES

Overview

Modern microwaves can be bought fairly cheaply and therefore do not have a long life expectancy. A unit bought for £30 will not last as long as one bought for £150 – hopefully you get what you pay for! If a landlord can get a couple of years use in their rented property from a fairly cheap microwave they can consider that they have had their money's worth.

What is wear and tear?

Interiors of microwaves discolour with age and use, there will also be some rusting or flaking spots to interior paint – a sure sign that the landlord needs to replace the unit before the next tenancy.

What is not wear and tear?

Chips and cracks to inner glass turntables are common tenant damage, as are excessive rust due to lack of cleaning and scratches and stains to the outer or inner casing. Cracks to glass door fronts are rare but it does happen – again a tenant issue, never wear and tear.

SINKS

Kitchen sinks can be made from different materials and each variety has its own problems. Stainless steel sinks are the best in terms of longevity – unless tenants use incorrect cleaning fluids-see below! Acrylic sinks are really the worst kind to fit in a rented property. Tenants can be careless and will pop hot pans straight on a draining board or in the bowl which causes melt marks. Acrylic sinks also cut easily, knives thrown into a washing up bowl will bounce off the rim or drainer while also damaging the base of the sink! Ceramic sinks last for years, but can be scratched with heavy cleaning and metal fittings can corrode.

What is wear and tear?

A landlord can expect some chipping of the tap coating over time on plastic coated fittings, rubber plugs can disintegrate, tap heads become loose, drains tarnish and show signs of corrosion. Older plugs and chains may separate or come away from the fixing on the sink.

What is not wear and tear?

Stainless steel sinks are fairly difficult to damage you may think. Chemical damage is a common occurrence with modern cleaning fluids if instruction labels have not been read properly. Some browning or tarnishing of the metal occurs when incorrect cleaning substances are used or left on for periods of time. Plugs and chains can be yanked off, the hook attachments will be bent out of shape indicating force has been used.

Acrylic or 'plastic' sinks suffer more damage than any other type. As previously mentioned throwing knives and other utensils in the general direction of the washing up bowl will cause chips and cuts to the sink as they bounce off the edges or off the drainer. Melt marks are common damage, hot saucepans placed directly on the draining board or bowl of the sink causes serious melting to the surface. None of this is repairable and will incur compensation charges for the tenant or in extreme cases perhaps complete replacement. These sinks discolour badly if not cleaned regularly but usually deep cleaning or just a soak with bleach can solve the problem. Any rust markings, caused

by tins or other metal objects being left for long periods may not be removable and will incur a tenant charge.

WATER SOFTENERS

Overview

Water softeners are expensive additions to a property but unfortunately tenants are usually unsure as to how they need to maintain them during the tenancy. It is important that the tenant knows from the start that they will need to keep these filled with salt continuously throughout the tenancy. Failure to do this will be proven by the evidence of lime scale on bathroom and kitchen fittings. Lack of use of the water softener could also cause damage to the machine itself. It is the responsibility of the landlord to leave the water softener full of the appropriate salt at the start of the tenancy and give written instructions to their tenant on the maintenance of the softener during their stay. Water softener salt is easily obtainable for tenants. If a landlord has filled up the softener and left additional bags of salt the tenant should leave things in the same condition at the end of the tenancy – the softener should be full of salt and the landlord's supply replenished.

What is wear and tear?

Water softeners may need to be cleaned out every few months to avoid a build-up of salt in the tanks or a salt bridge forming.

Tenants should be advised of the need to check this however it would be wise for a landlord or his agent to check this on each quarterly inspection and advise the tenant accordingly.

What is not wear and tear?

Damage to the unit caused by tenant neglect. One recent case concerned a two year tenancy during which the tenants had not ever used the softener correctly and no salt had ever been added and when tested at the end of the tenancy the functioning of the softener unit was damaged. The tenants had to pay £400 towards a replacement water softener. This was agreed by the deposit scheme adjudicator as the softener had been newly fitted at check in.

WASTE DISPOSAL UNITS

Overview

Waste disposal units or in-sink-erators are still popular as it enables the householder to safely dispose of some household scraps into the main drainage system. Used correctly they will give years of good service but they are rarely used correctly by tenants!

What is wear and tear?

Regular servicing, paid for by the landlord may be required as a normal maintenance/wear and tear issue. Periodic cleaning

should also be carried out to keep the grinders in good shape – although tenants can be advised to drop a few ice cubes into the unit now and again which helps to remove any hard deposits inside the unit. One manufacturer recommends making special ice cubes (suitably labelled!) from water, lemon juice and vinegar which will clean the interior more efficiently and is cheap to make.

What is not wear and tear?

Tenants must be advised on what sort of materials can safely be put into a waste disposal unit and how to operate them properly. Grinders can be jammed by putting hard items such as bones or shells (shell fish) into them, egg shells are a no-no also as they grind down into a sand-like substance which will clog the mechanism and pipes. Damage caused by blockages or jammed motors is a tenant issue. Common objects that damage these units are – hair, rubber bands, cigarette ends, broken glass and even starchy foods, or worst of all, not running cold water into the unit whilst it is in use. Water should be left running for around 60 seconds after the waste materials have finished grinding.

KITCHEN EQUIPMENT – LOW VALUE

Overview

All small items of kitchenalia have a limited life expectancy. See the useful list at the end of this book. Wooden and plastic utensils are considered to be almost disposable in terms of wear and tear expectations, as are cheap washing up bowls, washing up brushes, cheap or cork place mats and coasters. This depends as always on the length of the tenancy and age of the items at time of check in.

What is wear and tear?

Saucepans and frying pans – a few scratches after a 6 or 12 month tenancy would be considered normal wear and tear, non-stick coating wears away slightly with constant use, pan bases may show some discolouration, handles will work loose. Cheap kettles and toasters will not be expected to last more than a year or so, cheap cutlery will rust faster whether washed in a dish washer or not. Plastic handles on cutlery and cheap utensils will deteriorate fairly fast if used daily.

What is not wear and tear?

Saucepans and frying pans – burnt pans are considered to be tenant damage as are cracked and chipped bakeware and glassware. Burnt out kettles, damage to electric cables, sandwich toasters or grilling units left with heavy burnt on

deposits or melted pan handles are all deemed to be tenant issues.

BATHROOMS

SANITARYWARE

Overview

Bathroom suites can suffer a lot of expensive damage from tenant misuse – from cracks and chips in ceramics, to broken fittings and mould damage.

What is wear and tear?

Bath sealants will also discolour and blacken. Depending on the length of the tenancy this will be a wear and tear issue and for any tenancy longer than one year it is considered to be the landlord's responsibility to renew bath sealant periodically.

The coating of tap fittings and other chrome bathroom fittings will corrode or rust over time. The base of plastic baths, given a good few years of use, will start to show crazing or slight cracking to the surface.

What is not wear and tear?

If bath sealant and grouting is blackened after tenancies of less than one year then this usually indicates tenant neglect – unless

the property suffers from a provable history of excessive damp/mould.

Any cracks or chips to sinks, baths and toilets will always be a tenant cost and never considered to be normal wear and tear. Shower heads often slip out of soapy hands and hit the base of the bath causing small chips or even cracks around the drain area. One chip is an accident, any more is just pure carelessness.

BATHROOM ACCESSORIES

What is wear and tear?

Some things will wear out over a long period of time – shower hoses, bath mats, items such as toilet roll holders and wall mounted soap dishes and toothbrush holders. With daily use shower hoses can become over stretched and wall fixings become loose but if there are signs of excess force being exerted such as fresh damage to wall tiles or plaster this will usually be a tenants cost.

What is not wear and tear?

Lime-scale in hard water areas is never wear and tear as it can be cleaned. If something can be cleaned then it should be – by the tenant! Sometimes over-zealous cleaning methods can cause chemical damage in the form of tarnishing or discolouring to

taps and other chrome fittings - this is certainly not wear and tear. Shower curtains can be laundered and provided they were supplied in a good clean condition, if they are too stained it will be more economical to replace them – and tenants should do this before they leave.

BATH LINEN

Overview

Bath towels and bath mats can give good service if laundered regularly, unfortunately this does not always happen in a rented property. Average quality bath linen does not usually have a long life expectancy and should be replaced by the landlord every year or so.

What is wear and tear?

Normal use and regular washing will cause mats and towels to fade and material becomes thinner over time. Mats may become threadbare.

What is not wear and tear?

Any staining to bath linen, such as hair dye, bleach, red wine or similar is treated as damage, as are holes and tears to the fabric or a complete change of colour due to laundering accidents!

BEDROOMS

Overview

Bedrooms should be classed as a 'lighter use' area and should, potentially suffer from less wear and tear. However, if you think about the activities carried out in bedrooms, apart from sleeping, it becomes easy to see how damage occurs over and above normal wear and tear.

What is wear and tear?

The older mattresses become, the flatter they get. Springs and interior filling wear out over time and in cheaper mattresses you will find sagging and flattening both to the ends and to the centre. We have already mentioned that fabric wears and will fluff or pill to the surface.

What is not wear and tear?

Spilled chemicals, such as nail varnish, hair dye, cosmetics or other substances can cause serious damage to almost any surface in a bedroom. Hair straighteners melt carpets, as do hot irons. It seems a good idea for a tenant to hang an extra mirror on the wall but the landlord may not be happy with the large screw hole still there when the tenant moves out.

BED LINEN

Overview

Bedding used and laundered in the normal fashion will last a long time, even cheaper polyester bedding should be good for two or three years in a rented property. A landlord cannot expect bed linen to be left in a pristine condition after every tenancy but they should expect it to be left freshly washed and ironed.

Pillows and duvets have a limited life expectancy – cheaper pillows, especially without pillow protectors, should be treated as almost disposable as by the very nature of their use they will become stained very quickly.

What is wear and tear?

Wear and tear issues include some fraying of the fabric over time, some yellowing or fading, hems coming undone or fraying, some pilling to the material, lightly stained pillows if no protector has been supplied.

What is not wear and tear?

Tenant damage would include any staining, rips and tears, holes, discolouring caused by incorrect laundering. Stained duvets or pillows are a cleaning issue – although it would be expected that a landlord take a sensible view if he chooses to supply pillows and the tenancy was for 12 months or longer it would be more appropriate that these are replaced as a normal landlord's maintenance issue.

ELECTRICAL FIXTURES

Overview

Switches and sockets are usually trouble free but will show wear over time. Occasionally there may be faulty wiring which causes scorch marks to the socket. As long as this was caused by a landlord's equipment and not something supplied by the tenant this would be classed as wear and tear or a landlord's maintenance issue.

What is wear and tear?

Plastic light fittings will become brittle and wiring will perish over time. Rocker mechanisms will cease to work properly. Bulb holders often break making it impossible to fit and hold the light bulb in place. If the holder is fairly old this is a wear and tear issue as plastic or Bakelite deteriorates due to time and heat from the light bulb.

Common wear and tear issues would also include small hairline cracks running from a screw fitting on the fascia, sockets and switches becoming loose from the wall. Daily use will cause extra stress on the materials.

What is not wear and tear?

If wiring has obviously been pulled out of the ceiling or wall this is a definite tenant damage issue. Blown light bulbs are always a tenant issue as it is the tenant who has lived in a property and used the lights therefore they should pay for

replacement bulbs at the end of the tenancy. All bulbs that were working at time of check in should still be working at time of check out. Tenant damage to sockets and switches is easy to see in the form of large cracks and holes, impact chips, burn marks and scorching.

OTHER DÉCOR ITEMS

Overview

A furnished property will contain a host of other items such as mirrors, pictures, table lamps, ornaments and clocks to name but a few. At the end of the tenancy every single thing in the property needs to be assessed for wear and tear as against tenant damage. These smaller items were supplied at the landlord's cost and any damage, over and above normal wear and tear, will need to be accounted for.

What is wear and tear?

As always common sense must prevail and allowances made for light wear in the form of minor scratches or nicks to picture frames, lamp fittings that become loose over time, condensation trapped behind the glass of pictures and clocks.

What is not wear and tear?

Clocks that no longer work and just need a new battery will be a tenant issue, as will chips to lamp bases, stains to lamp shades, cracked glass or broken mirrors.

HOUSEHOLD ELECTRICAL ITEMS

Overview

The landlord has a duty of care to provide safe electrical equipment, many agents insist that their landlords have an electrical safety check carried out annually – while not a legal requirement is good practice since regulations change regularly.

What is wear and tear?

When thinking about items such as vacuum cleaners, free standing electric heaters, television equipment, telephones and other household electrical items allowance should be made for frayed flexes, vacuum cleaner hoses splitting over time (not from misuse) and control knobs become loose. Sometimes screw fixings and handles will loosen.

What is not wear and tear?

Electric heaters and radiators are often used by tenants as a good place to dry wet washing. The result is usually staining to the heater. Purple staining indicates denim jeans have been

regularly dried on a heater! Any indents to casings, controls broken, obvious damage to any part of the equipment is always a tenant issue.

GARDEN ITEMS

Overview

Gardens should be maintained by tenants. If a property is let furnished it would be expected that all necessary garden equipment is left by the landlord for the tenants use. If unfurnished the tenants are still expected to maintain the garden, they have to supply all their household furniture and equipment therefore they should supply garden tools also for their own use.

What is wear and tear?

Tenants are expected to maintain a garden but they are not responsible for the plants growing in it at time of check in. At the end of the tenancy as long as the garden has been well maintained and left tidy this is as far as their responsibilities go. Sheds and outbuildings weather quite quickly, especially if no additional coat of wood protector has been applied by the landlord.

Garden furniture will inevitably suffer heavy wear and tear unless a furniture protector is supplied by the landlord- and used by the tenants.

What is not wear and tear?

Oil staining on driveways or garage flooring is classed as damage. Leaving a garden very overgrown, or leaving additional items such as play equipment, trampolines, old barbecues or similar will incur a charge against the tenant.

Tenants should not make major landscape changes to a garden as they may be charged later by the landlord to return the garden to its original condition. A recent case highlighted this problem when a tenant spent thousands of pounds digging up the landlord's vast lawn and putting in water features, a fountain, and well stocked borders. At the end of the tenancy the landlord won his case in the courts to have the garden returned to lawn at the tenant's expense. Not all changes are improvements in the case of rental properties.

Any broken glass in green houses must be replaced by the tenants, even if it was caused by a neighbour's football or a marauding pigeon. If garden furniture covers have been provided they should be used, if not the excess damage to the tenants must be paid for in terms of compensation to the landlord.

GARAGE ITEMS

Overview

It is unwise for a landlord to expect to store their personal effects in the garage of a rented property. The tenant is paying for use of the garage and should therefore be able to expect an empty space. Many times we see huge piles of furniture and other personal items left by landlords in garages. These will not normally be inventoried in detail and it is therefore at the landlord's own risk that these items are left.

What is wear and tear?

Garden tools and lawn mowers are useful items for a tenant and should be left as found, however again these will be expected to show normal wear expected with use, some rust to metal, wooden handles will rot over time. Generally smaller tools, such as hammers and screwdrivers are expected to be in 'workshop' condition and even if broken would not be considered a chargeable issue to the tenant under normal circumstances. Flaking paint to the interior or exterior of a garage is normal wear and tear. The up and over pulley type mechanisms of garage front doors will also show wear and cease to work over time.

What is not wear and tear?

Lawn mowers should be cleaned after use and not be left out in the elements – as is commonly the case. The same applies to

garden tools, if listed as being in the garage they should be returned there after use, preferably in a clean condition.

Garage windows that are broken or broken sockets are treated as damage. As are indents to the garage front door – up and over type doors get treated fairly roughly if used every day. Any heavy rub marks caused by daily kicking the door closed will be chargeable, also damage to door locks and handles.

CONDENSATION and MOULD/MILDEW

Overview

Damp problems can be caused by exterior or interior factors and there is a big difference in how these are assessed for wear and tear. Exterior factors that cause damp problems include prolonged leaks, dripping overflows and broken down pipes and guttering, problems with pointing to brickwork, roof problems or insufficient or blocked damp courses. But the resulting mould and water staining to the interior of the property could also be caused by excessive condensation, caused by your tenants living conditions.

When a tenant moves out and you find that your rented property is afflicted with mould it will inevitably mean expense to put things right – either from the landlord's pocket or from the tenant's deposit. The trick is to decide the fair course of action to take for both parties.

There will always be some moisture in the air. However, when the air gets cold, it cannot hold onto all the extra moisture produced by everyday activities, so some of this moisture appears as small droplets of water – most noticeable on windows or where there is little movement of air. If not properly dealt with, this extra ‘dampness’ can lead to mould growth on walls, furniture, window frames and even clothes. When activities occur that are in excess of normal living conditions mould will appear in a very short space of time.

When trying to decide whether mould and mildew are attributable wholly to the tenant or to some other cause, several factors must be taken into account.

You must look at the age and style of the property

Older properties, because of their very construction, are sometimes more prone to mould and mildew problems.

What kind of windows are fitted in the property?

Old style wooden framed windows allow the property to breath – but are usually quite draughty which is why, unless the property is a listed building, more often than not these will have been replaced with more modern UPVC framed double glazed windows. Whilst these are easy maintenance for landlords, they don’t need repainting every couple of years and help keep heat in, they are also prone to hermetically sealing a property unless they have vents at the top of the frame or the tenants are aware that they can lock the windows in the vent position.

Has the property been fitted with extractor fans or air vents?

If there are extractors are they efficient enough? A good quick way to check the suction/extraction efficiency of bathroom and kitchen extractors is to hold something like a credit card underneath, close to the grill. If the fan has enough suction to hold the card against the vent then it is efficient enough to extract moist air at normal living levels.

Are there any external problems that may be causing mould inside the property?

Sometimes a quick inspection of the exterior of the building will give clues as to how mould growth has appeared on the interior of a room. There could be a long standing leak from guttering or an overflow pipe. The damp course at the base of the brickwork could have been accidentally covered by earth or gravel, which will not allow the building to 'breathe'.

Internal causes of condensation for which the tenant can be liable for charges include the following:-

Not using extractor fans where fitted – a rented property should be inspected at regular intervals throughout the tenancy, every three months is the usual time span. More frequently, without just cause, would be seen to be intrusive to your tenant. Tenancy agreements state that the tenant has the right to 'quiet enjoyment' of the property during rental period. Inspections are important as you will then be aware whether all the extractors

are turned off at their isolator switches. If they are turned off during an inspection visit this will indicate tenant negligence as mould is forming in the property.

Using tumble driers without venting – tenants drying wet washing in a tumble drier is a major cause of mould growth in a property. If no vent hose is supplied the tenant is expected to open windows to allow the moisture to dissipate safely.

Drying wet washing on heaters and radiators - tell-tale signs of this would be water staining and some bubbling to the paint on the walls behind heaters or actual staining to the heating appliance itself. A common problem is purple or blue staining which tells us that the tenant has been drying their jeans regularly on a heater! This action not only causes staining to walls and heaters but the excess moisture will cause mould to form in all areas of the property.

Leaks that go unreported - often a tenant will ignore leaks that seem small and unimportant. However, a constant leak will produce excess moisture and at the very least will produce mould spores. Sometimes an unreported leak will cause additional damage to the property – at one end of tenancy check out the kitchen ceiling had fallen down the night before. The tenants admitted that there had been a leak for weeks from the bathroom above and knowing they were moving out they had ignored it, thinking that it would soon be someone else's problem. Unfortunately tenant negligence meant that whilst the

landlord was responsible for repairing the leak the tenants had to pay for repairing the ceiling.

Landlords have a responsibility to advise tenants of safe ways of drying washing, especially if a property has no garden or outside drying facilities. Remember that there could be security issues for tenants who are told to leave windows open to ventilate a property, especially if they are living on the ground floor.

If a property is prone to condensation then daily use of a de-humidifier unit can be very beneficial. These come in all shapes and sizes, are widely available and cost very little to run. They draw out the excess moisture from the air helping to keep the condensation under control and can be safely left on while a property is empty. These units have tanks to hold the water that is drawn in, when the tank is full they cut off automatically so can be safely left on while the tenant is away from the property.

Tenants are expected to try appropriate cleaning methods if mould appears in their rented property. There are several good proprietary cleaning products widely available for this. If the cause of the problem is not tenant orientated then as long as there is evidence that the tenant has cleaned regularly any resulting grey staining will be considered a landlord's maintenance issue.

If there is clear evidence that the cause of the mould growth is the tenant's responsibility- not fair wear and tear/normal use of the premises - then charges can be made against the tenant for cleaning and making good if necessary.

THE COMPENSATION FORMULA

At some point you may need to calculate a cost for compensation charges against a tenant or give advice about how to work this out, what is reasonable and fair. Everyone's expectations are different. As we know landlords cannot have new for old or 'betterment'. If you don't have to calculate this kind of thing yourself it is an excellent idea to have a working knowledge of how things work.

The next paragraph could well be the most important thing you read in this book! This principle is the holy grail of lettings and avoiding a dispute with your tenant. If you can prove how you arrived at the proposed deductions from your tenants deposit all parties involved will be happier to accept your decisions. Fewer disputes cause less headaches in terms of wasted time, money and effort all round.

There are a few bits of information that you will need from the start to aid your calculation.

Original cost of an item

Age and condition at time of check in

Length of tenancy

Any extenuating circumstances

Average life expectancy of the item.

Therefore, put simply:

Problem: The tenants had managed to burn several large holes in a lounge carpet.

Someone will need to be calculating the solution which could be a compensation allowance to the landlord towards replacing the carpet. Remember that she cannot have new for old, as this would be classed as betterment. The landlord can only claim part of the replacement cost from her tenant and the carpet has already been in the property for two years.

Let's gather the facts together for the solution.

If the carpet cost £500 and was new at the start of the tenancy,

The tenancy was for two 'twenty something' professionals who had lived in the property for two years.

The carpet was not good quality and had an approximate life expectancy of around five years. The £500 original cost must be divided by 5 (the life expectancy). This will give an annual depreciation figure of £100 per year. The carpet is now two years old and should have a further three years of life left before the landlord could expect to replace it.

This means that the current value of the carpet is just - £300. This is the amount of compensation the landlord can claim against the tenant.

The same principle would apply to a piece of furniture, other flooring, kitchen worktops or just about any other thing you will find in a rented property.

So, now let's look at life expectancies of many of the common items in a property.

LIFE EXPECTANCY OF ITEMS

Everything in a property including fixtures, fittings and interior décor has a shelf life. Deciding this is the most important factor when assessing compensation or replacement issues and can cause the most arguments between landlord and tenant.

Once you have an idea of shelf life – or life expectancy – it makes the task of calculating compensation so much easier. The following information provides guidelines and accepted principles within the lettings industry.

Interior Décor

Emulsioned walls will be treated differently to papered walls when considering normal wear and tear and life expectancy. If the property has been let to smokers and the landlord has given permission for smoking inside the property then he will be expected to allow for additional wear and tear from the beginning. Usually an increase in the rent will be agreed to cover any washing down of nicotine stained walls at a later date. The tenancy agreement will contain a special clause stating that

the tenants are allowed to smoke inside the property but will be required to have all soft furnishings, including curtains and carpets professionally cleaned and deodorised.

If the property is specifically designated as a non-smoking one and at the end of the tenancy signs of smoking are detected this will be in direct breach of the tenancy agreement and the tenants will be liable for not only deep cleaning and deodorising but cleaning or making good or any décor affected by nicotine staining – with allowance for what would be considered normal wear and tear.

Cigarette smoking brings other damage problems apart from nicotine and tar staining, whether smoking was permitted within the tenancy agreement or not. Cigarette burns to carpets, furniture and window sills and frames are common problems and will incur additional charges to a tenant. This falls outside of any allowances for wear and tear no matter what is in the tenancy agreement.

Emulsioned Walls

The information below is for guidance only, based on industry accepted principles.

| | Non Smokers | Permitted Smokers |
|----------------------------|--------------------|--------------------------|
| Family Occupancy | 3 years | 2 years |
| Sole/Dual Occupancy | 4-5 years | 2-3 years |

If a property is a ‘new build’ it is likely that the emulsion finish will be thinner than under other circumstances. We have found that ‘builders paint’ used in new developments is usually applied quite thinly and will therefore not have quite the same staying power of décor painted by the landlord or his own supervised contractor.

Other extenuating circumstances to be taken into account would be the location of the affected wall. An entrance hall will suffer heavier wear and tear, as will a busy kitchen so allowance must be made for a slightly lesser life expectancy in these type of areas. Only the person inspecting the property can properly be the judge of all the circumstances, and may need any additional information held by the agent or landlord before making an adjudication.

When calculating compensation allowances for emulsioned walls just use the same formula. If one wall in the room is badly damaged you can only make a charge for that one wall, not repainting the whole room.

Wallpapered walls

| | Superior Quality | Standard Quality | Any Quality |
|-------------------------------|-------------------------|-------------------------|--------------------|
| | Non Smoker | Non Smoker | Smoker |
| Family Occupancy | 5 years | 3-5 years | 3 years |
| Sole or Dual Occupancy | 6-8 years | 5 years | 3 years |

Extenuating Factors

Vinyl wall coverings can be long lasting but have a tendency to become brittle and tear over a period of time. For other specialist wall coverings such as silk panels or linen finished paper you will need to consult a suitable qualified specialist before attempting to clean or make good since considerable damage can be caused by incorrect treatment to these kind of delicate materials.

Again, the location of the affected area needs to be taken into account as heavy use of a room or area will reduce life expectancy and therefore the compensation allowable.

Painted/glossed woodwork

Life expectancy would be 3 – 5 years, if the quality of painting was good, any inferior paintwork will have a shorter life expectancy and may not last more than 18 months – 2 years before repainting is required.

Windows

Some damage to windows, fittings and frames is chargeable but other problems – such as damage by natural forces like movement, stress, bad maintenance or poor quality is not. Examples of damage by natural forces would include:-

- Old style leaded light/stained glass windows which are prone to small cracks due to heat expansion/cold contraction. Lead trims will lift over time.

- Old metal window frames will often suffer from excessive condensation causing water damage. Tenants are responsible for keeping the resulting mould and excess water under control as this is a normal cleaning issue associated with living in a property with these kind of windows - regular cleaning is not carried out additional damage will occur. If cleaning has been done during the tenancy any residual grey mould staining would then be treated as a normal landlord's maintenance issue.
- Sealed double glazing units – even in newer units rubber seals are sometimes liable to fail. This causes condensation between glazing making the glass appear cloudy. Shrinking rubber seals can also cause leaks or encourage debris to gather between glazing panes.
- Window catches and stays – these wear over time and constant use and will become loose, fall off or in some cases simply shear off. Coatings on plastic covered catches can split or blister over time. Glued on buffers and similar can fall off but should be stored safely by the tenant.
- Sash window cords will fray and shred over time, constant sunlight will weaken the fabric. Many of the

sash windows we come across are original fittings and already many years old.

Curtains and Blinds

If professional cleaning had taken place at the start of the tenancy it would not unreasonable for the tenant to leave the property in the same state of cleanliness at the end of the tenancy

However, it should be noted that cleaning curtains and blinds more frequently than annually could result in excessive wear or damage to the fabric. (The same principle applies to carpets). The manufacturer's instructions should be available to the tenants for the care of such fabrics, this ensures that items needing dry cleaning will not be put in the washing machine – or hand wash only items be dry cleaned.

Damage by Natural Forces

Curtains that have hung for several years in bright sunlight will deteriorate. Not only will the material fade but fibres will disintegrate and shred. This is not a tenant issue but normal wear and tear.

Laminated flooring

It is always recommended that care instructions for surfaces such as laminated floors be provided by the landlord or his agent. Laminated flooring can vary in quality from surface 'photo' coatings to a thicker laminate top layer. Laminates with

a thin surface coating are prone to edge lifting although excessive washing can also exacerbate the problem and could be chargeable if this can be proved.

Surface scratches “nicks” and minor indentations are considered to be consistent with fair wear and tear, drag marks, deep scratches or scrapes, burn marks and stains are considered to be chargeable issues.

There are various qualities of laminated flooring many of which are not suitable for such areas as kitchens and bathrooms.

Where a floor appears to have suffered from misuse or excessive wear it is recommended that professional advice be sought with regards to the suitability of the quality of the flooring for the area in which it has been used. If the flooring is of the correct quality for the room then other factors need to be taken into account sometimes.

Case Study

One landlord has received complaints from the owners of the flat below his rented property. He arranged to meet his tenant to inspect the en-suite bathroom from which the water leak has seemed to originate. The laminate flooring was badly water damaged, the edges of the panels were bubbling and lifting, indicating a serious water leakage problem. The bedroom carpet

adjoining the en- suite also had a large discoloured water stain. It seemed obvious that some sort of water leak had occurred.

After checking all pipes and areas under the shower and bath he could find no problem. Then the landlord had a light bulb moment, he asked the tenant how he cleaned the flooring, the tenant potted off and returned a couple of minutes later with a bucket of hot soapy water. He stood at the door way and simply threw the bucket in the air, emptying the complete contents all over the floor! Definitely not fair wear and tear then.....

Note - There are maintenance products available on the market for laminated flooring, such as “infill sticks” for scores and stain removers.

Carpets

Calculating compensation for stained or damaged carpets requires the following information.

- Age
- Quality (and therefore original approximate cost)
- Manufacturer’s recommended life expectancy for that carpet
- Check in condition, any signs of wear or markings.

- Expected traffic during the tenancy – hall carpets will wear faster than bedroom carpets for example.
- Condition at check-out
- Any extenuating circumstances

We advise that you recommend professional advice be sought with regards to stain treatment and repair of damaged areas (e.g. re-weave of cigarette burns etc) before compensation is considered.

Obviously pure sisal or wool is going to be more durable than most mixed fibres, which in turn will be more durable than most modern synthetics. The only certainty is that there are no absolutes here. The usual methods used by professional carpet cleaners are not suitable for sisal and similar fabrics. Again, advice must be sought by a suitably qualified contractor.

Things to consider:

Household circumstances, location, environment, quality, pets, previous wear and so on will all have an effect on the final state upon which you have to comment.

You need to put all the evidence together to reach a safe conclusion, one which you can justify in writing at some point if required. Landlords should be able to provide written evidence

of the original cost and age of a carpet, or anything else in the property, to enable proper compensation to be calculated.

Gardens

Garden maintenance is often contentious at check-out. It is the tenant's responsibility to ensure that the garden is maintained in a tidy condition, or at least to keep it in the same condition as listed at time of check in. Most inventories will contain dated photographs of the garden from different angles as supporting evidence of the original condition. It would be prudent for the landlord and tenant to do the same.

Trees, Mature Climbing Shrubs and Very Large Bushes

It is usual for a landlord to be responsible for the control of trees and large shrubs. This should be indicated in the tenancy agreement, however if not then normal health and safety concerns will apply. Tenants should not be expected to take responsibility for maintenance of tall trees or any shrub that requires use of a ladder to maintain. The same would apply to existing ivy growing up a house wall, the tenant can keep this under control from ground level but the landlord must be responsible for trimming back and keeping the climber from obstructing windows, guttering etc.

Lawns

If dry/bare patches are present it is normally safe to assume that the grass will grow back in a reasonable time. However excessive damage, beyond normal wear and tear, would cover problems such as many small bare or yellowed patches caused by pet urine, large bare areas caused by play equipment or sheds and green houses supplied by the tenant and then removed at the end of the tenancy. In these cases either re-seeding or re-turfing at the tenants cost would be appropriate.

Lawn damage also includes deep tyre marks to grass caused by tenant's parking their car regularly in an area which is not designed to have constant heavy movement on it. Tyre ruts and churned up lawns are common in front gardens and this is not deemed to be normal wear and tear, even if there is no driveway. Clearly a lawn is part of the garden and not for this kind of use. Tenants will need to pay for making good of any damaged areas.

Cleaning of Paving and Driveways

If these areas were pressure washed at the start of the tenancy it may be reasonable to expect the tenant to leave them in the same condition. If no work was done other than sweeping and keeping the areas weed free then the tenant is under no obligation to have these areas pressure washed at his own expense unless some serious damage or staining has been caused during the tenancy. However, if there was a hosepipe ban in force, as is sometimes the case, the tenant could be forgiven for not having this work carried out. It could be appropriate however for the

landlord to obtain a quote for the work, deduct this from the tenant's deposit, and have the work carried out as soon as practicable at a later date.

Normal weather soiling is considered to be consistent with "Fair Wear and Tear". This would include some light markings from planters and similar. Oil staining by tenant's vehicles is not considered to be "Fair Wear and Tear" and this can usually be removed by pressure washing or by specialist cleaning.

Wooden decking carries its own problems. If the area was left in a good condition by the landlord at the start of the tenancy the tenant could be expected to keep the woodwork clean and swept and moss free. Decking quickly becomes very slippery and should be washed down regularly. However, any re-staining, caused by normal weather conditions is considered a maintenance issue for the landlord.

Your Documentary Evidence

Landlords cannot just make up a number, the tenant deposit protection schemes or the court system will quickly show them the error of their ways. The tenant's deposit is always owned by the tenant until such time that a landlord can prove that deductions are lawful and justified. Evidence must be produced to support any claim against a tenant. If none is forthcoming the tenant will receive his complete deposit back no matter what the landlord feels is fair or unfair.

We cannot stress enough, it is important to have firm evidence of check in condition, in the form of a detailed inventory, preferably prepared by an independent inventory clerk who will be able to include all the fine detail. It is this evidence that can then be used at time of check out to prove a case against a tenant and ensure that the whole end of tenancy process is fair to both parties.

Any inventory must be fully detailed, many landlords think they can save money by preparing their own inventories. Sometimes this is fine but mostly it is not. The document produced will amount to not much more than a shopping list, a list of contents of a property. This is not anywhere good enough, and will not provide protection for both landlord and tenant.

Ask any inventory clerk about a typical landlord's inventory and they will confirm that usually they are very brief documents, often they will contain no information about interior décor, floor coverings, bathroom suites or kitchen units. Gardens will never be covered or outbuildings and their contents. Often there will be no information about the condition of any item. All of which will find the landlord at a financial loss at some point – usually at the end of the very first tenancy.

A property is an expensive investment, it is worth spending a small amount of money to have a proper inventory compiled since this is a legal document and will be used to give firm proof of the condition of the contents, fixtures and fittings of a property at a given time. The inventory is then used at time of

check out for the end of tenancy inspection and will enable detailed comparisons to be made and firm judgements on what is chargeable to the tenant and what is normal wear and tear or just landlord's maintenance issues.

A professionally compiled inventory will last for several tenancies, it is easy to have it updated for each new tenant to enable a clean copy to be provided for each tenancy, provided no major changes have taken place. The Association of Independent Inventory Clerks have around 650 members nationwide, find your nearest clerk with our on-line A-Z directory – go to

<http://www.theaiic.co.uk>



The Association of Independent Inventory Clerks has developed a useful guide to life expectancies for many everyday items, based on manufacturers recommended life spans, which has been used throughout the industry.

Be aware that this information is not fully definitive as the original quality of an item, the age at time of check in and the length and type of tenancy must be taken into account on a case by case basis.

The Index below is a general guide which we hope will help to avoid unrealistic expectations and give you a basis from which to make judgements on compensation and fair wear and tear issues.

INDEX OF LIFE EXPECTANCIES

The index of the life expectancies – allowing for reasonable “Fair Wear and Tear” – of many common household items is shown in the Appendix under the following headings.

Expendable

- 1 year life expectancy
- 3 year life expectancy
- 5 year life expectancy
- 10 year life expectancy

The following appendix, although obviously not exhaustive, contains suggestions only - the final judgement is down to the experience and common sense of the inventory clerk or person carrying out the check out inspection.

Appendix

Expendable Items

| Items | Examples |
|--|---|
| Cleaning materials | Tenants are not expected to replace what is used if these are left by the landlord. |
| Mop heads | |
| Pot Pourri | |
| Candles | |
| Washing-up brushes | |
| Face flannels | |
| Vacuum cleaner bags | |
| Inferior quality plastic storage boxes | |
| Softwood chopsticks/plastic Chopsticks | |
| Dried flower arrangements | |
| Indoor plants and bedding plants | Tenants are not responsible for living plants either inside or outside of the property. Houseplants will die even with the best care but as long as the original plant pot is still in situ tenants cannot be charged for plant replacement |

| | |
|--|---|
| Retail coat hangers | Plastic or wire hangers are disposable. However wooden hangers would be expected to last several years. |
| Plastic toilet brush and Holder | By the nature of their use these should be replaced regularly as a landlord maintenance issue if inexpensive items. |
| Rubber bath mats | These will deteriorate quickly |
| Inferior quality or light weight saucepans | For example - £10.00 for a set of 3. They are not expected to last more than one tenancy. |
| Wooden spoons/spatulas | Whether hand washed or put in a dish washer these are expendable. |
| Polyester pillows | Natural forces will cause these to become heavily stained very quickly. It is not really recommended that pillows be supplied in the average rented property for this reason. |
| Plastic cooking utensils | |
| Plastic shower curtains | |
| Plastic/paper/fibre mattress and pillow covers | |
| Cork table mats and coasters | |
| Inexpensive plastic mats and coasters | |
| Cheap plastic table cloths | |

Items with ONE year life expectancy.

| Items | Examples |
|---|-----------------------------------|
| Ironing board covers | |
| Waste bins | Woven raffia or grass |
| Light weight chopping boards | |
| Oven gloves | |
| Polyester shower curtains | If washable |
| Cotton quilted mattress and pillow covers | |
| Fibre/raffia/woven grass doormats | Woven grass or raffia cheap fibre |
| Inexpensive Bakeware | |
| Tin openers – metal, butterfly type | |
| Wicker/woven place mats | |
| Inexpensive bath mat sets | |
| Rubber shower attachments | |
| Paper lamp shades | |
| Inexpensive garden furniture covers | |
| Bath sealant | |
| Tea towels | |

| | |
|--|--|
| Inexpensive cutlery | Will show rust if items are washed in dish washer daily. |
| Cheaper quality linen | |
| Plastic kitchenware eg. washing up bowls | |
| Plastic sieves and colanders | |
| Outdoor clothes airers | |

Items with a THREE year life expectancy

| Item | Examples |
|---|-----------------|
| Plastic covered wire storage racks and clothes airers (indoor type) | |
| Plastic coated wire drainers and sink tidies | |
| Cheap metal sieves and colanders | |
| Inexpensive cutlery | |
| Medium quality Table Linen | |
| Saucepans – medium quality | |
| Bakeware – medium quality | |
| Plastic flip top kitchen bins | |
| Bathroom plastic wall fittings | |
| Plastic inserts for soap dishes, toothbrush | |

| | |
|--|---|
| holders etc. | |
| Towels – medium quality | |
| Bed linen – medium quality poly cotton | |
| Polyester duvets – if laundered periodically | |
| Cotton quilted mattress and pillow covers | |
| BBQ tool sets | |
| Garden furniture cushions | |
| Garden parasols | |
| Plastic (non-reinforced) garden hoses | |
| Net curtains – depending on location. | |
| Hardboard and glass clip frames for prints | If prints changed this glass is very thin and the clips can be fragile. |
| Standard salt and pepper mills and grinders | |
| Better quality tin openers (Brabantia or similar make) | |
| Cheaper quality earthenware or terracotta pots | Readily crazes or cracks when used over time. |
| Scatter cushions | |
| Bedspreads and throwovers | |

| | |
|--|--|
| Heat resistant place mats | |
| Brooms | |
| Gas BBQ | |
| Cotton Lampshades | |
| Polyester shower curtains (if laundered regularly) | |
| Bean bag type pouffes | |
| Cheap bean bags | |

Items with a FIVE year life expectancy

| Items | Example |
|---|---|
| Ready-made curtains of medium quality | |
| Small floor rugs – depending on location. | |
| Good quality table linen | |
| Stainless Steel saucepans | |
| Good quality earthenware or terracotta bakeware | Will craze with use fairly quickly but this is part of the material |
| Bathroom scales | |
| Feather or hollow fibre duvets | |
| Blankets | |

| | |
|---|--|
| Good quality plastic garden furniture | |
| Rotary Clothes lines | Will rust and lines will deteriorate with constant exposure to sun light |
| Good quality or reinforced garden hoses | |
| Quality white ceramic bake ware | |
| Good quality Teak and Beechwood chopping blocks | |
| Stainless Steel sieves and colanders | |
| Stainless Steel kitchen utensils | |
| Leather foot stools | |
| Carpets with high man made fibre content | |
| Cheap pine bed bases | |
| Cheap pine bedroom furniture (home assembly) | |
| Wood effect 'laminated' occasional tables (usual flat packed/home assembly) | |
| Inexpensive headboards | |
| kitchen and bathroom taps | |
| Most kitchen inexpensive appliances | |
| Free standing electric and convector heaters | |

| | |
|---|--|
| Small electric fans and floor standing fans | |
| Table lamps of medium quality | |

Items with a TEN year life expectancy

| Items | Example |
|---|----------------|
| Quality Saucepans eg. Le Creuset or AGA pans | |
| Pyrex cookware | |
| Traditional mixing bowls | |
| Glass worktop savers | |
| Step stools and stepladders | |
| Garden forks and spades | |
| Carpets with high wool content | |
| Wood effect laminate flooring (with normal use) | |
| Solid wooden worktops – if sealed and maintained regularly by the landlord. | |
| Good quality kitchen appliances | |

References

[1] TDS Annual Review 2013 - <https://www.tds.gb.com/annual-reports.html>

[2] The Landlord and Tenant act (1927) - http://www.legislation.gov.uk/ukpga/1927/36/pdfs/ukpga_19270036_en.pdf

[3] James, C. and Shaw, K. (2009) 'Setting the Wall between us' (explanation of Section 18 I of the Landlord and Tenant act) - Property Law Journal [online] - <https://www.dur.ac.uk/resources/law/staff/PLJ227p9-10James.pdf>

Useful Links

The Deposit Protection Service - <http://www.depositprotection.com>

Letting Protection Service Scotland - <http://www.lettingprotectionscotland.com>

My Deposits (Scotland) - <http://www.mydepositscotland.co.uk>

My Deposits (UK) - <http://www.mydeposits.co.uk>

National Tenant Helpline – <http://www.national-tenant-helpline.co.uk>

Residential Landlords Association – <http://www.rla.org.uk>

Safe Deposits Scotland - <http://www.safedepositsscotland.com>

Tenancy Deposit Scheme - <https://www.tds.gb.com>

The Tenants' Voice – <http://www.thetenantsvoice.co.uk>



<http://www.theaiic.co.uk>

The Association of Independent Inventory Clerks

Advice, Training, and Support Since 1998