



Common cause of disputes:

1. Cleanliness -this is the most common cause of dispute. This issue is simply avoided. If Landlords ensure the flat has been professionally cleaned prior to the start of the Tenancy, the Tenants will therefore be bound to leave the flat clean to a professional standard. Receipts should always be kept for any professional cleaning be it for carpets, general cleaning or curtains etc. It is also a good idea to try and employ the same cleaning company at the beginning and the end of the Tenancy.

2. Professional Cleaning – If a flat is professionally cleaned at the start of the Tenancy and the Tenant does not have the flat professionally cleaned, they will be liable for any costs that are incurred to return the flat to a similarly clean condition. Even if Tenants have cleaned the flat themselves to a good standard there may be omissions and the Tenants could be liable for additional cleaning costs.

3. Items left in situ by departing Tenants – many Tenants leave behind additional items, often furniture, cutlery, lamps, shelving etc. Many Tenants think by leaving items behind they can mitigate them against any damages/breakages for which they may be charged. This cannot and is not really a reasonable expectation-unless specifically agreed in advance with the Landlord. Any items left in situ by the Tenant which the Landlord has not agreed or require should be removed at the Tenants expense.

4. Decline in decorative order – wear and tear in a rental property is invariably greater than in an owner occupied property. It is inevitable that walls become marked over time. Agents follow a rough guide on estimated decor life, this again is based upon the style of the property and profile of the Tenants and more importantly the room within the property. It is most likely the hallway/stair walls will be marked/tire more quickly than the bedroom or dining room walls. Adding nails, picture hooks, using blu tac without permission, indents, excessive scuffing etc is not considered as being fair wear and tear.

5. Damages and breakages – Landlords and Tenants often take a different view of what constitutes damage and what is fair wear and tear. Also where damage has occurred Tenants and Landlords cannot agree on a value to be agreed for replacing/repairing or making good any damaged or lost items. Agents can provide guidance to help resolve these issues. A landlord is not entitled to replace something that has been used with a brand new replacement(irrespective of how much damage has occurred). When Landlords attempt do this it is known as 'betterment.' This is not deemed to be acceptable by regulated Agents or bodies such as the Dispute Service when seeking to resolve disputes. Landlords are entitled to be compensated for any loss they may incur as a result of having to replace something sooner than they would have had to had the item not been damaged or worn out more quickly than it would have been had it not been for the Tenants' actions.

6. Maintenance issues – Tenants and landlords often disagree about which problems are maintenance issues for which the landlord is responsible. An example is damp or water damage-clearly this is a maintenance issue for which the landlord is responsible. However,



under the terms and conditions of a Tenancy agreement the Tenant has a responsibility to inform the Landlord/Agent of such issues. If a problem was prevalent for a period of time and not reported by the Tenant they may be liable to contribute towards the cost of making good any damages due to their lack of reporting the problem. This relates to other issues such as condensation, overgrown exterior foliage, a dripping tap etc. Tenants should ensure they are aware of their responsibilities as laid out in their Tenancy agreement.

7. Gardens – Tenants normally have an obligation under the terms and conditions of their Tenancy agreement to maintain the garden. If the Inventory has been completed properly at the start of the Tenancy photographs will have been taken. This will be done at the end of the Tenancy and can allow detailed comparisons. It is recommended that Landlords tend the garden eg mow lawns, weed the patio etc prior to every Tenancy. Where possible Landlords provide the appropriate tools for Tenants.