



## Fair Wear & Tear Information

Everyone believes that they know what 'Fair Wear and Tear' means. However, now through the legal process it is becoming more defined. A tenant cannot be held responsible at the end of the tenancy for changes in a property's condition caused by what the House of Lords has called 'reasonable use of the premises' by the tenant and the ordinary operation of natural forces (i.e. a passage of time). It is common sense and experience gained as an inventory clerk which are the two most important assets for successful 'Fair Wear and Tear' decision making.

The terms of the tenancy agreement (or other agreements, preferably signed and dated by both parties) may over rule recommendations made herein. It is recognised that Inventory Clerks are at liberty to make alternative recommendations because a document such as this cannot consider all the nuances of every property, its furnishings and events that occur during tenancies.

Many factors should be assessed to reach a fair judgement. The following should be taken into consideration.

- The quality of the supplied item (which can vary greatly)
- The condition at check in
- The condition at check out
- Any extenuating circumstances

The Law does not allow for betterment, which means a Landlord cannot expect to have old replaced with new at the tenants expense or charge cleaning costs for that soiled at the start of the tenancy.

The tenant has a duty of care to return the property at the end of the tenancy in the same condition, Fair Wear and Tear excepted, as that recorded on the Inventory at the start of the Tenancy.

Landlords must provide documentation and information on any items of particular value for example, antiques, collectables, art works etc. Items of no particular value other than being of sentimental value should be removed from the property.

## Decorations

There may be circumstances where excessive wear and tear will require compensation or charges to make good, for example numerous nail or pin holes, torn wallpaper, paint/woodwork gouges, soiling etc. Landlords should expect acceptable associated deterioration to their property when permitting smokers, families with young children and pets.

Damage caused by smoking, tar and nicotine staining/soiling, may not be considered as fair wear and tear, depending upon the clauses in the Tenancy Agreement. All affected surfaces have to be thoroughly washed prior to being repainted to ensure that staining does not gradually reappear through the new paint.

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Location is an essential aspect of the life expectancy of many wall coverings.

Life expectancy of emulsion painted walls		
	Non Smokers	Permitted Smokers
Family occupancy	3 Years	2 Years
Sole/dual occupancy	5 Years	2-3 Years

Life expectancy of wallpaper and similar coverings			
	Superior Quality	Standard Quality	Permitted Smokers
Family occupancy	5 Years	3-5 Years	3 Years
Sole/dual occupancy	6-8 Years	5 Years	3 Years

Manufacturers and/or professional advice may be required in the event of pattern wear, rubbing and general durability.

If there is any doubt with regard to the expected life of specialist coverings such as silk panels, linen/silk finished wallpaper etc, it is advisable to recommend that specialist advice be sought with regards to cleaning or making good.

## Laminated Flooring

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 considerable to be chargeable as damage.

There are many qualities of laminated flooring, many of which are not suitable for areas such as kitchens and bathrooms. If water penetrates the joints, the laminate surface has a tendency to raise up or blister therefore the tenant cannot be held responsible.

## Carpet

The following information is required when calculating compensation for stained or damaged carpets.

- Age
- Quality
- Manufacturer's recommended life expectancy for that carpet
- Traffic/wear at time of check in
- Expected traffic during the tenancy
- Condition at check out
- Any extenuating circumstances

## Fabrics, Blinds and Upholstery

Tenancy Agreement sometimes require fabrics, (for example, curtains, blinds and upholstery etc) to be professionally cleaned for the start of the tenancy (particularly corporate lettings).

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It is usual practice to expect the cleaning of fabrics after a 12 month or longer tenancy if professional cleaning was carried out at the commencement of the tenancy. However, we recommend that professional cleaning of curtains be carried out at the owners discretion as regardless of quality, most fabrics age prematurely with too frequent professional cleaning.

## **Cleaning**

Soiling or staining to any degree is not considered to be fair wear and tear.

## **White Goods/Appliances**

The life expectancy is of that recommended by the manufacturers; however, damage caused by misuse is not considered to be consistent with fair wear and tear.

## **Gardens**

- It is usual for a Landlord to be responsible for the control of trees
- Who is responsible for large evergreen shrubs and hedging should be indicated in the tenancy agreement
- Normal weather soiling is considered to be consistent with fair wear and tear including marks left by planters on paving
- Paths and paving should be swept and the furniture cleaned

## **Damage by Natural Forces**

- Sunlight shining through windows onto curtains and carpets causing fading
- Discolouration and rot of polyester net curtain
- Storm damage to structures
- Weathering of external surfaces

## **Principles of Apportionment**

### **Example 1**

The apportionment of charges for cleaning, making good etc is commonly used and a useful aid when dealing with end of tenancy charges.

At check in a carpet had not been freshly cleaned and it had a few spot marks. At check out it was found to be soiled. In this scenario the Landlord will not be entitled to full compensation for its cleaning costs, because that would be 'betterment.' A Fair solution is for the tenant to pay a percentage of the cleaning costs. The percentage is dependant upon



- The degree of soiling at check in
- The degree of soiling at check out
- When the carpet etc was last cleaned
- An allowance for reasonable use during the tenancy
- Any extenuating circumstances e.g. building or plumbing work etc

## **Example 2**

A rug is missing at check out. It is described at the check in as having residual soiling and a few tassels missing. What should the tenant pay?

- Expected life expectancy of the rug expressed as a fraction of the total life expectancy, say 2/5ths
- Known damage to the rug at check in which reduces the liability fraction by say by 1/10th
- This gives a liability of 3/10ths of the value of the replacement

## **Example 3**

From the narrow hall into the kitchen there is sharp right hand turn. Clearly the exposed corner of the walls is very vulnerable and is subject to considerable wear, finger marks and light scuffing. At check in it was noted that the magnolia emulsion was newly washed down but lightly scuffed though the surface was unbroken. At the end of the 2 year tenancy, after being washed down by the tenant prior to Check Out, it appears to have worn through and there is a bad chip. You know that the Landlord believes the tenant should pay for the repainting of the hall. What is fair wear and tear and what is damage in such a circumstance?

Whilst it can be argued that an exposed location will have to have its emulsion renewed more often than that in a sheltered spot, which is appropriate in this circumstance? The damage will have to be made good at the tenants expense. How much? We recommend that all the cost of the repair to the corner wall, plus an appropriate contribution for the repainting of that specific area only, though the age of the decorations has to be taken into account. The remainder is normal maintenance which is the Landlords responsibility.