



Information for Tenants

Whilst it is not a legal requirement, a Tenant should always request that an Inventory & Schedule of Conditions is prepared by an Independent third party at the start of a Tenancy. Nearly all ARLA, NAEA Agents will arrange for this to be done on behalf of the Landlord and Tenant.

If a Landlord says they will compile their own Inventory it is invariably limited in detail, includes very few items and inaccurately records the true conditions and cleanliness within the flat.

When receiving an Inventory & Schedule of Conditions at the start of the Tenancy you will normally have 7-14 days to review its contents and highlight any discrepancies. If you do not do this within the specified timescale you will have agreed to the Inventory and its contents.

Many Tenants fail to read the Inventory properly at the start of the Tenancy. When the Check-Out Report is compiled deficiencies are highlighted which Tenants claim were existing at the start of the Tenancy. However, if this is not noted on the original Inventory and the Tenant did not highlight this defect it is likely they will be considered liable for the damage etc.

The Tenant should always read the Tenancy agreement fully to see what responsibility they have with regard to garden maintenance, cleaning of carpets, windows etc. Likewise with missing items. Many Tenants state items included on the Inventory were never in the flat when they moved in. However, if this is not stated within the 7 day period from receipt of the Inventory the Tenant will more than likely be liable for the replacement cost.

If a flat has been professionally cleaned before the start of the Tenancy it is essential that a Tenant also has the flat professionally cleaned. Even if the Tenant cleans the flat themselves to a good standard it is very unlikely that this will be equivalent to a professional standard. The Tenant may be advised to ask the Agent or Landlord for any reliable cleaning companies.

At the end of the Tenancy, ready for the Check-Out Inspection all items should be returned to their original position as listed on the original Inventory.

Unless it has been previously agreed with the Landlord or Managing Agent the Tenant should not leave any additional items of furniture etc in situ. It could be the case they will be charged for the removal of these items.

It should be remembered if no Inventory was compiled at the start of the Tenancy the Landlord invariably will not be able to make a claim against the deposit. The Tenant should refer to the Agent if there is a dispute. The Agent can provide guidance as to the best way to try and reach a settlement with the Landlord.



Professional Property Inventories

With Managed properties the Agent will act on behalf of the Landlord and negotiations to agree returns of deposits will be through the Property Manager. If an agreement cannot be reached the Tenant or Landlord can request to take the disputed amount to the adjudication panel of the dispute service.

Referring to the dispute service can be time consuming. It is always recommended to try and reach agreement before this becomes necessary.