

Active Inventories

A guide to responsibilities and concepts when considering damaged items, deteriorations, missing items, cleanliness etc arising at the end of a tenancy.

Avoid Disputes

To avoid disputes at the end of tenancies landlords and tenants should each understand their responsibilities that apply during a tenancy period. Where possible a tenant should insist on an inventory of the contents and condition of the property they are renting.

Understanding responsibilities during and at the end of a tenancy.

Questions such as who is responsible for the internal and external cleaning and maintenance of a property may sometimes not be fully understood by tenants. In addition responsibility for the seasonal maintenance of garden areas and who is to provide the tools to achieve this can also be misunderstood. It may be advantageous for a smooth tenancy if landlords and tenants are clear on what is required from each of them throughout the tenancy period.

How responsibility can be allocated by an inventory clerk at a tenancy end

An inventory clerk's role should be objective and unbiased. It is for the landlord and tenant to ultimately negotiate and agree responsibility and costs. (or an arbitrator if agreement cannot be reached) It is not for the inventory clerk to give a definitive opinion in respect of allocating the responsibility for any defects, deteriorations and missing items etc. However, it may prove useful for a clerk to provide their own view to assist landlord and tenant in their negotiations. In our view the opinions should be simple and limited along the lines of 'Landlord', 'Tenant', 'Negotiable' and 'Fair Wear and Tear'.

Fair Wear and Tear concepts

A tenant cannot be held responsible at the end of a tenancy for changes to a property's condition caused by what the House of Lords has previously called:

"reasonable use of the premises by the tenant and the ordinary operation of natural forces (i.e. the passage of time."

An experienced inventory clerk will use their experience and common sense to assess the many factors present in a property before reaching a judgment as to how any aspect of a property content and or condition should be considered in respect of allowing for Fair Wear and Tear in a report at the end of a tenancy.

Tenants (and Landlords) often do not understand Fair Wear and Tear. Our understanding that fair wear and tear is the natural deterioration of fixtures, fittings, and decorations etc over time given normal use. Fair wear and tear should never be used as an excuse to deduct monies from a tenant at a tenancy end

Tenant considerations

In these days of competition for rental property tenants can sometimes overlook the full details of their tenancy agreements in the rush to secure a property to rent. This can be costly if unexpected deductions are made from their deposit at the end of a tenancy. It may be understandable that tenants do not always read the small print in their tenancy agreements. However, by signing an agreement a tenant will be responsible to comply with the terms set out. Where there is doubt or uncertainty the opinion of a legal or housing law expert organisation such as Shelter or Citizens Advice should be sought.

Alterations to a property during a tenancy

Alterations including re decorations to a property by a tenant (no matter how small) should only be carried out with written permission of the landlord. This will avoid disagreements, disputes and unexpected deposit deductions at tenancy end.

Insurance

Insurance aspects of the property and those occupying it should also be clearly understood. It may not always be wise for a tenant to assume that a landlord is responsible for every aspect of the property throughout a tenants stay. For example, If a tenant leaves the property empty for an extended amount of time a tenancy agreement may set out what should happen in these circumstances. In any event tenants may be best advised to inform their landlord and their own insurers.

The landlord will normally be required to insure the property in respect of buildings cover and the risks they take on in renting out their property. Such cover would not normally cover the tenants possessions etc. Therefore, tenants should not overlook identifying and putting in place insurance to cover their use of the property and protect their possessions etc.

Repairs and maintenance

A tenancy agreement may set out that the landlords responsibilities include repairs and breakdowns of installed equipment etc as well as the statutory items they are required to comply with such as electrical and gas safety.

Statutory obligations and responsibilities

Statutory responsibilities on landlords should not be ignored but sometimes are. If tenants are aware of any issues such as an out of date gas safety check and certificate in may be prudent for them to remind the landlord. Even though a tenant is not responsible for items such as gas safety etc they may wish to protect themselves if a landlord breaches or overlooks their responsibility.

Tenant obligations

Tenants are usually responsible for utilities (gas, electricity, water) during their tenure. It is important to collect the meter readings and meter serial numbers at the start of a tenancy and report these to the current suppliers as soon as possible. Tenants sometimes wish to switch suppliers and usually this is not an issue that needs reporting to a landlord. However, if a meter change is considered or enforced by a utility supplier such as electricity or gas pre payment meter permission should be sought from the landlord in advance. Many utility companies disregard landlords of let properties when enforcing a pre pay meter and this can have costly ramifications for a tenant if at the end of a tenancy a landlord insists on having a pre pay meter removed. At the end of a tenancy at the time a tenant vacates meter readings should be taken and reported to the relevant utility companies to ensure that only costs applying to a tenancy period are charged to a tenant. It may also be a good idea to inform the utility companies of the landlords name and address at the same time to ensure a tenant does not by omission be liable for any utility charges after their tenancy ends.

Prove the contents and condition of a tenanted property at the tenancy end

Without an inventory report it may prove difficult for a landlord to make a successful claim against a tenant for damage, repairs, missing items or cleaning costs etc. Tenants should also be aware that if an inventory does not include sufficient notes on the condition of items at the start of the tenancy, they may be charged for damage or cleaning etc that is not in reality their liability.

Responsibility for changes arising from a tenancy

- Landlords should have a secure basis for claims against a tenant's deposit.
- Landlords should ensure that tenants are not held responsible for inappropriate charges.
- Landlord and tenant should keep open and friendly communications so that any negotiations on deductions from the deposit can be dealt with quickly and easily.

Keeping the focus

A detailed inventory should demonstrate to tenants that landlords are serious about the condition of their property and tenants are reassured that deductions from their deposit at the tenancy end can be fully justified and transparent.

Ever changing landscape

In the ever evolving law and regulations in respect the rental sector landlords and tenants should endeavour to update their understanding of their obligations.

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