

# Active Inventories

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## General guide to Inventories in the residential property letting sector

### What is an inventory and why are inventories necessary?

An inventory is a binding legal document and should provide an accurate record of the condition and contents of a property at the beginning of a tenancy. It forms part of the tenancy agreement between a landlord and tenant if a tenancy agreement refers to such a list.

All contents, found in a property should be noted along with condition comments. The decorative condition of the property should also be noted along with any defects and soiling found.

An objective inventory will if agreed by all the parties at the commencement of tenancy confirm the basis of a comparison of the property at the end of a tenancy period. An agreed inventory protects landlords and tenants such as when a landlord is able to prove whether a tenant caused damage or is liable for cleaning costs or (from a tenants perspective) when a landlord is unreasonably intending to deduct deposit sums.

Some landlords who let property think that a list of items is adequate. However, if a dispute arises you may have to go to arbitration and or court and a simple list of items without condition comments will not be of much use or protection for a landlord.

For tenancies created after April 2007 landlords will be bound by the UK governments Tenancy Deposit Scheme arbitration decisions if a deposit is taken from a tenant.

An inventory clerk will usually prepare a detailed inventory and supply one copy each for the tenant, landlord and a managing agent (if applicable). Electronic copies can also be distributed by email if steps are taken for each party to be able to clearly confirm their agreement to a report content.

The inventory prepared for a tenancy check in at the start of a tenancy should include details of each room and area of the property. For example: The condition of decorations and fixtures and fittings. A full list of furniture and other contents. Gardens and outside spaces, are usually described in more general terms. Lofts, cellars and similar uninhabited areas are not normally listed unless requested.

### 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 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.

### 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.

**An inventory is essential to:**

- Ensure that landlords have a secure basis for claims against a tenant's deposit.
- Ensure that tenants are not held responsible for inappropriate charges.
- Ensure that tenancy negotiations on the deposit can be dealt with quickly and easily.

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.

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