



FAIR WEAR AND TEAR

Question

What is Fair wear and Tear? Well this has been a contention for a number of years and one that can only be assessed by a professional inventory clerk.

It could be argued that the above term is only open to individual opinion of what actually is fair. However through the legal process it is becoming more defined.

A tenant cannot be held responsible at the end of a tenancy for changes in a properties condition by what the House of Lords has called “reasonable use of the premises by tenant and the ordinary operation of natural forces “(i.e. the passage of time)”

It is common sense and the experience of gained as a professional inventory clerk which are the two most important assets for successful “ Fair wear and tear” decision making.

First and foremost it should be stated that “the law does not allow for betterment” which means that a landlord cannot expect to have old replaced with new at the tenants expense, or indeed clean for that soiled at the start of the tenancy.

The tenant does have a duty of care though, 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 should provide documentation and information on any items of particular value such as antiques, collectables, art works etc. items of no particular value other than sentimental should be removed from the property.

Decoration

There will be many circumstances where excessive wear and tear will require compensation or charges to make good e.g. 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 to be fair wear and tear depending on the letting agreement.

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

Life expectancy of emulsion painted walls

	<i>Non smokers</i>	<i>Permitted smokers</i>
<i>Family occupancy</i>	<i>3 Years</i>	<i>2 Years</i>
<i>Sole /dual occupancy</i>	<i>5 Years</i>	<i>2 – 3 Years</i>

Life expectancy of wallpaper and similar coverings

	<i>Superior Quality</i>	<i>Standard Quality</i>	<i>Permitted smokers</i>
<i>Family occupancy</i>	<i>5 Years</i>	<i>3 Years</i>	<i>3 Years</i>
<i>Sole/dual occupancy</i>	<i>6 – 8 Years</i>	<i>5 Years</i>	<i>3 Years</i>

If there is any doubt with regards to 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 any cleaning or making good.

Laminated floorings

Surface scratches “nicks” and minor indentations are considered to be consistent with “Fair wear and tear”

Drag marks, deep scratches or scrapes, burns marks and stains are considered to be “chargeable issues.”

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

Carpets

Calculating compensation for stained or damaged carpets requires the following information.

- *Age*
- *Quality*
- *Manufacturers recommended life expectancy of the carpet*
- *Traffic/wear prior to the tenancy commencing*
- *Condition at the check-out*
- *Any extenuating circumstances*

Fabrics, Curtains, Blinds and upholstery

Tenancy agreements sometimes require fabrics (i.e. curtains, blinds upholstery etc) to be professionally cleaned for the start of the tenancy.

It is recommended that professional cleaning of curtains be carried out at the owners discretion. Regardless of the quality, most fabrics age prematurely with frequent professional cleaning.

Damage can occur by natural forces.

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

Cleaning

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

White goods

The life expectancy is that recommended by the manufacturer, 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 the large evergreen shrubs and hedging should be indicated in the agreement
- Normal weather soiling is considered to be consistent with Fair wear and tear, including marks left by planters on paving areas.
- Paths and parings should be swept and any garden furniture cleaned

The above notes are for you to consider and assess your circumstances; this does not constitute any recommendations of Law.

We are here to help and guide you with the reference of Fair wear and tear.