

WHAT CONSTITUTES FAIR WEAR AND TEAR

A tenants deposit can be used for damage to the landlords rental property. It is in both landlords and tenants interests to have this laid out in detail to avoid disputes that may arise at the end of the lease.

A general rule of thumb is that, if a tenant has damaged something that does not normally wear out, or the tenant has substantially shortened the life of something that does wear out, the tenant may be charged for the cost of the item. The landlord should take into account how old the item was and how long it may have lasted otherwise, as well as the cost of replacement.

For example, Ordinary wear and tear to carpets should not count against the tenant, however, large rips or stains would be considered damage. Any deduction for the tenant's deposit should take into account the age of the carpets, compared with the expected total time of usage.

A landlord may also deduct cleaning costs, but only enough to cover the cost of getting the property cleaned to a satisfactory standard and as at time of the incoming inspection standard. Same condition as handed over.

Some practical examples of 'Fair Wear and Tear' would be:

Old, warped window frames

Paint that has faded in the ordinary course

Plaster that has cracked as a building settles

Carpets worn as the result of being walked on

The following would constitute damage and would be for the tenant's account:

Windows damaged or broken.

Walls damaged by nails or screws or whatever

Paint discoloured as a result of cigarette, candle smoke, chimney smoke or similar

Carpets/tiles discoloured by pets or stains.

Cracked or broken tiles.

Kitchen counters scratched due to cutting etc

Kitchen cupboards damaged.

Pool is green, lacks chemicals or pool equipment not working

Pool equipment inoperable

Broken or damaged toilets/hardware/plumbing and toilet cupboards

Broken or damaged shower heads and taps

Garden overgrown or neglected

Gates, doors and handles damaged or broken

Broken windows

Damaged or broken window catchers.

Broken or damaged gates

Broken or damaged remotes

Missing keys

Damage ie electrical/plumbing systems due to shorts (overload), blocking etc.

Inoperable stove. (any)

Inoperable Hob

All that were in working condition at time of incoming inspection and recorded.

The incoming inspection is vital as if not completed properly the tenant will be liable for items not stated therein.

3 days are allowed after the inspection to record per email any deficiencies at the property whereby this will be recorded.

The landlord is not obliged to make any additional repairs to the property and is not a repair list for them.