

A decorative border composed of numerous colorful house icons in various shades including blue, orange, green, red, brown, and purple. The houses are of different sizes and are arranged in a dense, overlapping pattern along the left and bottom edges of the page.

# A Guide for Landlords to Fair Wear & Tear

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## What is fair wear and tear?

There are no precise rules on what is 'reasonable fair wear and tear'. The tenant has a basic duty to return the property at the end of the tenancy in a similar condition to that as recorded on the inventory, 'fair wear and tear excepted'. A tenant may not therefore be held responsible for changes to the property (other than for cleaning) caused by reasonable use.

Fair wear and tear can be defined as the level of deterioration that a landlord might reasonably expect a tenant to cause through their everyday normal use of the property over the period of the tenancy. Reasonable everyday usage will be determined by such factors as the length of the tenancy, the type and number of tenants, the different parts of the property and the quality of the property or contents.

For instance a greater allowance should be made for fair wear and tear if a property is let for several years to a family with young children and pets than say for a six month let to a single person. Likewise the level of wear and tear to be expected to the decorations in a hallway, kitchen or bathroom will be greater than in say a bedroom or study. The level of wear and tear to be expected to a carpet will depend both on its location and on its quality.

## Assessing fair wear and tear

Many factors should be assessed to reach a fair judgement. For example the following points should be taken into consideration.





## **No entitlement to betterment**

The law does not allow for 'betterment', which means as a Landlord you cannot expect to have old replaced with new at the tenants' expense or charge cleaning costs for that which was soiled at the start of the tenancy.

To avoid the appearance of betterment, the allocation of costs or compensation must take into account the following three elements:

1. Fair wear and tear (as described above)
2. The most appropriate remedy for repair or replacement (see below)
3. That the landlord is neither financially nor materially better off at the end of the tenancy, having taken into account (1) and exercised (2)

## **Appropriate remedies**

Some of the most common methods available to you for dealing with damage or decrease in value are:

- Replacement of an item damaged beyond use or economic repair
- Repair
- Cleaning
- Compensation when the value of an item had decreased more rapidly than would be normal

It's important to note that the landlord or agent has a duty to adopt the most reasonable and practical remedy.

## **A simple example**

At the start of the tenancy, the inventory notes that the carpet in the lounge has not been freshly cleaned and has a few spot marks. At the end of the tenancy, the Check-out report notes the carpet as soiled.

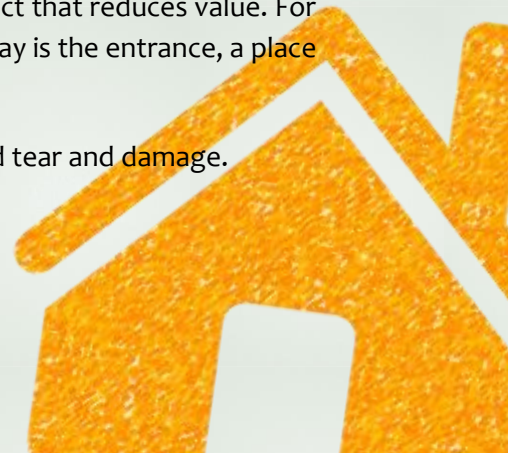
In this scenario, the landlord should not be entitled to full compensation for the carpet cleaning costs. A fair solution would be for the tenant to pay a percentage of the cleaning costs, which would be calculated using the techniques outlined above.

## **Fair wear & tear vs damage**

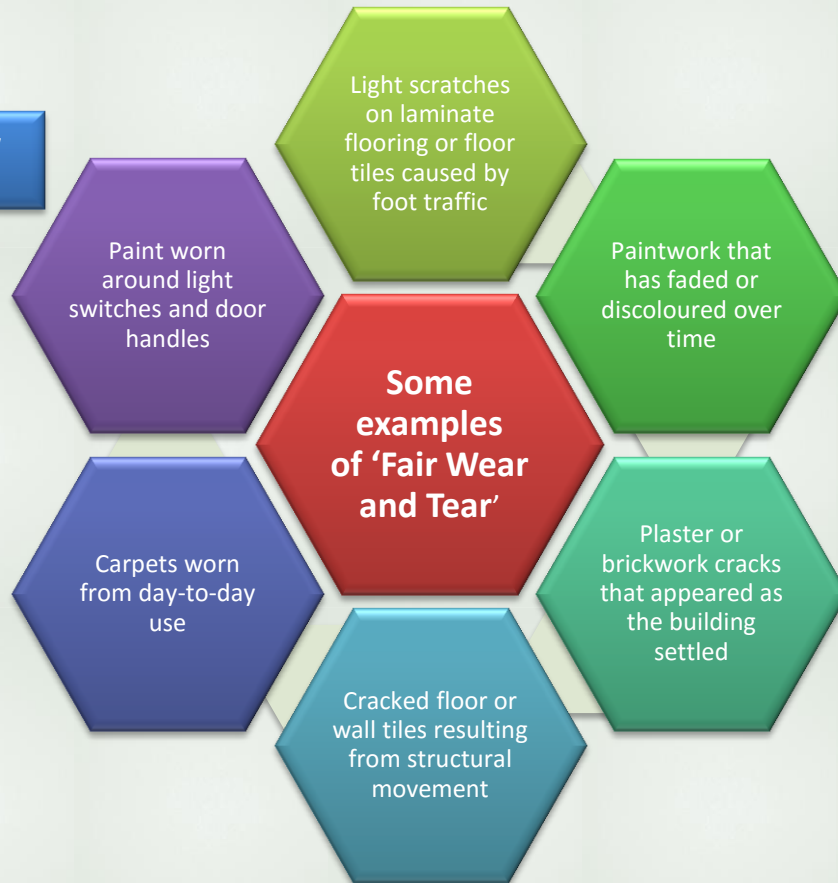
The law stipulates 'fair wear and tear' as 'reasonable use of the premises by the tenant and the operation of natural forces'. By definition 'fair wear and tear' should be the lessening in value of an asset due to ordinary and normal use.

Damage on the other hand can generally be defined as mis-use or neglect that reduces value. For example a handlebar mark in the hallway is not wear and tear; the hallway is the entrance, a place for coats and shoes not bikes. This is damage to the property.

The following graphics help show the differences between fair wear and tear and damage.



## Fair wear and tear



## Damage



## About condensation

One of the most common causes of debate is the issue around condensation and whose responsibility it is.

Many tenants report dampness to Landlords or agent which turns out in fact to be condensation. This happens when warm air comes into contact with a cold surface and moisture in the air turns into droplets of water.

If a home has condensation, you may find a blackish mould growing on the inside face of external walls, in the corners of rooms, on window frames and behind wardrobes and other furniture.

Condensation is probably one the main reasons why a full deposit is not returned to a tenant at the end of the tenancy period. This is because it is the responsibility of the tenant to take all reasonable steps to adequately ventilate as well as heat the house. By reasonable steps we mean the use of any fitted extractor fans or to ensure that air vents have not be obstructed, it is not reasonable to expect tenants to leave windows open for ventilation as there are security issues as well as environmental concerns.

If any appreciable condensation develops, the tenant is normally expected to wipe down and clean the affected surfaces from time to time to prevent the growth of mould and any other associated damage that can be caused to the window frames, floor, walls and ceilings.

In all cases any live mould is a cleaning issue and must be cleaned off all surfaces, if it is not, this would be chargeable to the tenant.

## Things to remember

- Expect more wear & tear with a family of four than with a professional couple.
- Expect more wear & tear for a tenancy that lasts 6 years as opposed to only 12 months.
- Expect more wear & tear in a property that allows pets.
- Expect more wear & tear in high traffic areas than in quiet ones.

