



FAIR WEAR & TEAR

Introduction...

Deciding what constitutes fair wear and tear is clearly subjective to each individual, however in most cases common sense and good judgement of an experienced and impartial inventory clerk will prevent disputes between landlords and tenants.

When an issue is considered to be beyond reasonable wear & tear the appropriate action to be taken will vary considerably based on a number of factors:

- 1) Original age and condition
- 2) Normal life expectancy
- 3) Severity of the check out condition
- 4) Whether the condition is likely to have an adverse effect on future rentable value

In the table below we have set out some of the most common issues we encounter, and provided our comments on typical corrective actions.

Issue	Corrective Action
Rubs and marks to decor	Firstly we must determine if the marks are excessive? The landlord should anticipate the need to re-paint at a period between 4 to 5 years through normal use. Whilst marks and rubs are to be expected, they should be typical for the original condition and length of tenancy. Wear & tear to decor in hallways, kitchens and stairways is inevitably higher than other parts of the property.
Excessive marks to the decor	In most cases, we would recommend that the excessive marks are removed by cleaning to improve the appearance. We would expect marks to remain after cleaning, but more in keeping with normal wear and tear.
Chips and rubs to door frames and woodwork	A small amount of chipping is unavoidable, and more likely to occur in unfurnished properties. Bear in mind that each tenant has to get all their furniture in and then out again. Deep indents or heavy chip marks are demonstrative of a lack of due care and will need to be made good.
Settlement cracks	Cracks often occur around doors, to walls above/below windows, to coving and skirting boards. This is most prevalent in new homes



	<p>that will undergo some shrinkage in the first few years. In almost all cases this is quite normal and not a tenant liability issue.</p>
Carpet cleaning	<p>If cleaned prior to the tenancy they MUST be cleaned at the end. All carpets will wear with normal foot traffic, and even after cleaning some general shading and flattening of the pile is likely to remain as will the indents left behind from furniture.</p>
Carpet stains	<p>If stains remain after cleaning then compensation may apply. This will depend on size, severity and location (a 2 foot stain right next to the doorway is considerably worse than a 6 inch stain in the far corner of the room)</p>
Carpet damage	<p>Again, size etc will determine the corrective action. Iron burn marks and scorch marks from hair tongues are the most common issues, and compensation will be charged for less severe cases but replacement carpet may be justifiable in more severe cases.</p>
Carpets damaged by pets	<p>If pets have been kept at the property without consent then the tenant can expect to much higher costs to be associated with the damage. After all, the landlord had no reason to expect any wear or tear to the property due to the pets. Cat urine marks to carpet and/or the underlay is almost impossible to eliminate and replacement carpet is the most probable outcome. Cat claw marks or snagging of the pile is more likely to result in a compensation charge.</p>
Vinyl flooring torn	<p>Very dependent on size and location of the tear. Often seen in close vicinity to heavy kitchen appliances that have been moved for maintenance or cleaning. A small tear by the washing machine may constitute wear and tear, but a long tear elsewhere is due to a lack of care.</p>
Cracked floor tiles	<p>Firstly we check for signs of impact. Tiles often produce linear cracks particularly when fitted on top of wooden floors due to stress and movement.</p>

	If the tile is also chipped or has radial cracking then impact is the most probable cause which will result in charges to the tenant.
Limescale deposits	All too often we hear tenants stating that they have 'tried everything' and it will not come off, or it is due to the hard water in the area. We have yet to encounter limescale that cannot be removed by the right product or by using a professional cleaner that has the right experience and product combined. In all cases, further cleaning will be chargeable to the tenant.
Mould or mildew to lower walls	Almost certainly caused by damp penetration beyond reasonable control by the tenant.
Mould or mildew to high levels	Mainly caused by tenant living conditions (high internal humidity and lack of adequate ventilation) Drying clothes indoors over heaters has been proven as the biggest cause. The mould is a living fungal spore and can rapidly spread causing an unsightly problem needing proper treatment to eradicate it. Costs invariably charged to tenant unless there is documented evidence of a previous problem not correctly treated (EG: Inventory refers to indications of mildew present before check-in)
Grouting stained	Grouting will discolour quickly in any wet area such as bathrooms and kitchens. If the stains are heavy or could easily be improved by simple cleaning then charges will apply to tenant.
Pillows are stained	Consumable items that need replacing at regular intervals for hygiene reasons. If new at start of tenancy, then tenant should replace these.
Scratches to stainless steel	Some light scratching is quite normal, but with many specialist cleaning products available then scorer marks will normally result in compensation
Scorch or heat marks around oven	Usually this is normal wear and tear – ovens give off extremely high heat and many modern economy kitchen units are plastic coated which will lift and peel around the oven
Burn marks to plastic sinks	Normally a choice between burnt fingers or

	burnt sink – not normal wear and tear and compensation should apply
Heat marks or blisters to kitchen worktop	Easily preventable by using a proper pot stand. Corrective actions may vary from compensation to repairs (depending on severity and original condition) The need to replace is extremely rare as a good tradesman can cut out severe damage and insert a ceramic or steel inlay that is both practical and looks good.
Chipped granite	Very minor chips border on wear and tear (EG 1 – 3mm on edges prone to knocks around the sink etc) Larger chips can be repaired by specialists such as ‘Magicman’ who will render the repairs as ‘almost invisible’ for a modest price chargeable to the tenant.
Knife marks to kitchen worktop	Lack of care by the tenant. Charges will apply.
Swelling to kitchen worktops	Usually wear and tear between worktop joints, sink area and above a dishwasher. Clear signs of continual water logging may justify a charge.
Door handle indents to walls	If no door stop is fitted behind the door then this was inevitable, particularly where a thru draft occurs from front to back of property.
Curtain poles coming off wall	We will look to see if correct fixtures were used during installation. Plastic rawlplugs in a hollow wall will not withstand normal curtain weight for very long before pulling from the wall through normal use. If the mounting brackets are also bent then this is an indication of overloading and may be chargeable.
Missing items	Replacement costs will apply, but a reasonable alternative may be supplied where the original cannot be easily replaced. EG. Problem: 1x wine glass from matching set broken - glasses cannot be purchased as a singular Action: Replace with 1x glass of similar quality (does not need to match)
Freezer drawer cracked to front	Plastic becomes brittle with use and age. Some cracking is quite normal with use. If the front is heavily cracked or broken then

	heavy ice build or over filling may well be a contributing factor in which case charges will apply.
Crockery cracked or chipped	Inevitable with normal use, so minor issues are wear and tear. Items that have sustained heavier damage or breakage should be replaced by tenant. Where the items forms part of the inventory clerk considers as bric-a-brac then no charge will apply.
Unstable furniture	IKEA quality furniture is now common place in many rental properties. If the furniture appears poorly assembled (lack of glue to dowel joints etc) then wear and tear is most likely.
Loose fixtures and fittings	Depends on suitability of mountings – rawplugs to hollow walls constitutes wear and tear whilst signs of probable impact or overloading is beyond wear and tear.
Candle wax	Cleaning issue charged to tenant
Ring marks	Lack of due care to protect a surface – compensation is charged to tenant
Chip to bottom of bath or shower tray	If a heavy shower head is fitted that could be knocked from the mounting with normal use then the chip could be considered wear and tear.
Water stain to ceiling	The clerk will try and ascertain source of the problem. If the problem was reported in a timely manner then the issue is landlords maintenance. If the tenant failed to report the problem and damage has increased over time then the landlords repair cost will be unnecessarily high. In this case the tenant will incur costs.