

GARDEN/EXTERIOR MAINTENANCE

Tenants and Landlords often find expectations regarding the upkeep of gardens a grey area which can result in dispute. Garden maintenance is to be taken seriously from the start of the tenancy, to fully understand what this entails for you please see our fact sheet.

A TENANT'S GUIDE TO GARDEN MAINTENANCE

With standard tenancy agreements today it is common that they will state a tenant is responsible for maintaining the landlord's garden throughout the duration of the tenancy.

Maintaining the garden means to care for the garden to ensure it is returned in the same state as recorded at the beginning of the agreement. You must clearly read through your inventory report on receipt to ensure the condition of the garden and its contents are accurately recorded. As mentioned you are obligated to return the garden as at checkin, tenants are not to make any additions to the garden. Despite maybe being of the opinion that you are enhancing the garden you are not permitted to make any

changes or additions. Should you wish to do so during a tenancy you should seek the landlord's written permission.

FREQUENTLY ASKED QUESTIONS:

Must the landlord supply me with the necessary tools?

No, whether the property is let furnished or unfurnished has no bearing. You must ensure you have the tools to maintain the garden.

I am not a gardener, how am I to know how to care of the garden sufficiently?

If in doubt ask! Make sure you get clarification as to what is necessary to meet your obligations. Keep this somewhere safe as it could come in handy at checkout if you have not completed a certain method of care which was not mentioned and has resulted in damage.

What if I move in and out in different seasons?

Let's say you have moved in within the summer months and out in winter months – there will of course be a difference due to its seasonal condition.

This does not negate your obligation, ensure you refer to the inventory, if the shrubbery is marked as neat and trimmed you must return it in such condition.

Should you not return the garden as stated in the Inventory at the beginning of your tenancy this will result in deductions form your deposit to pay for necessary works outside of fair wear and tear. This also includes removal of any garden furniture, rubbish or other items you have left behind.