

FAIR WEAR AND TEAR FACT SHEET

Although there are no definitive rules regarding fair wear and tear the House of Lords has defined it as 'reasonable use of the premises and the ordinary operation of natural forces'.

A tenant is entitled to quiet enjoyment of the premises throughout the duration of the tenancy and has a duty of care to ensure the property is not damaged and is maintained.

WHAT IS DAMAGE AND WHAT IS FAIR WEAR AND TEAR? If we took a carpet as an example, questions we would ask ourselves:

1. Is the carpet marked and worn in high traffic areas from normal use?
2. Is the carpet excessively stained consistent with the spilling of liquid or make up marks?

If we decide it is option

1 - This would be deemed as fair wear and tear as this has been caused by ordinary operation of natural forces. If we decide option

2 - This would be damage beyond fair wear and tear which the tenant would be liable for as this is beyond reasonable use.

WHAT DO WE NEED TO TAKE INTO ACCOUNT WHEN DECIPHERING FAIR WEAR AND TEAR?

1- The age, quality, and condition of any item at the start of the tenancy was the item new at the beginning of the tenancy?

Was the item of premium or basic quality? Were there already signs of wear?

2- The average useful lifespan of the item the general rule is that each item has a lifespan of 5 years within a rental property

3- The reasonable expected usage of such an item, for example, kitchen and bathroom items, they will have a high daily usage

4- The number and type of occupants in the property the average use and expected wear will vary from a single professional occupant to a family of 4 with 2 children

5- The length of tenancy you will naturally expect to see heavier wear to items within a 3-year tenancy to that of 1-year works.

WHAT HAPPENS IF THE INVENTORY CLERK DEEMS AN ITEM TO BE DAMAGED BY THE TENANT?

In this case, the damage will need to be assessed to decide the most appropriate course of action with the options being to repair the damage or replace the item.

If we refer to the example used above, should there be liquid or make up stains on the carpet this is likely to be a repair. The cost of the cleaning of the carpet will be deducted from the tenant's deposit to cover the works.

Should there be severe damage to the carpet deemed beyond repair or affecting the rental value the landlord is now able to achieve the item will need to be replaced.

However, when replacing the item it is unfair to pass the full cost onto the tenant as this would be seen as betterment.

WHAT IS BETTERMENT?

This is where the landlord ends up financially or materially better off than at the start of the tenancy.

Landlords are not entitled to this and so we use a betterment formula to calculate the appropriate cost to pass onto the tenant.

As a landlord, it is important to retain all receipts and manufacturers' guarantees to enable you to present factual evidence when presenting proposed deductions and when in a deposit dispute. Should you require further clarification on the above please contact our team on the details at the base of the page.

Property mark have generated the below betterment formula as an example for a carpet:

A	The replacement cost of similar carpet	£500
B	Age of carpet	2 years
C	The expected lifespan of the carpet	10 years
D	The remaining lifespan of the carpet (C-B)	8 years
E	Annual depreciation (A/C)	£50 per year
F	The apportioned cost to the tenant (DxE)	£400