



ECLIPSE
INVENTORIES



A Guide to Check-Outs & Deposit Returns

- TENANTS

What is classed as damage at checkout?



Considered by many as the million-dollar question, and if only there were a nice tick box to tell us the answer, but due to properties being properties and tenancies being tenancies and them all being so vastly different this is never going to be possible. So, we have to garner what information we can and apply it in as a fair a way as possible based on the facts.



Fair wear and tear

Wear and tear in a property is what a landlord can expect to see through the passage of time, so such things as:

- Shading to paint
- Rubs on walls
- Odd chips on woodwork
- Hinges becoming slightly loose
- Laminate or lino becoming somewhat worn
- Carpets becoming flattened & sometimes shaded with age
- Slight dulling to appliances
- Older items becoming more dilapidated with the passage of time and usage

...and so on.

Factors to consider:

- Length of the tenancy
- Age & Number of tenants
- Special clause – i.e. pets allowed
- Is it wear through use or damage through misuse
- Quality of item / accommodation at check in



The House of Lords defines fair wear and tear as follows:

“Reasonable use of the premises by the Tenant & the ordinary operation of natural forces”



What is classed as damage at checkout?



What is beyond 'fair'?

To clarify on what we consider beyond normal wear and tear would be things that go beyond the normal usage of a property during the passage of time, so where a tenant has knowingly or unknowingly caused damage to a property or its contents and so reducing its expected life expectancy through this misuse.



Examples of damage:

- Iron or hair straightener burns
- Nail varnish spills
- Holes in walls
- Gouges to surfaces
- Untreated spillage stains
- Forceful damage to fittings
- Permanent damage from lack of cleaning

The list is infinite really, but this should help clarify the pathway for what are considered damages.



How to protect yourself

Although your agent or landlord will normally instruct an inventory company, you can instruct your own representative or contact a company such as Eclipse for free Ad hoc advice. Read your reports thoroughly and ask for advice and guidance at your check in & check out from the clerk. Deposit scheme websites offer lots of free advice on this subject also.

A good Inventory company will be guided by various bodies including the AIIC and ARLA Property Mark to ensure they are working to set industry standards, therefore, protecting everybody's interest and making sure landlords can make claims where needed and tenants can dispute these claims if they are not correct.



What Happens after check out?



How do I get my deposit back?

The dreaded move day has finally come, you are exhausted after packing a thousand boxes, throwing out 2 tonnes of gathered junk and organising the transfer of all the utilities and then there is your deposit to think about.

So great, you have the tenancy agreement to read and decipher which will give you all the information you need on what happens next and how you actually get your money back, but do you really have the will to read it? The answer is, probably not! So we will tell you what you need to know right here.

Depending on your scheme things differ slightly but the end result is the same your money should be protected until an agreement is reached. If tenant and landlord don't agree then the right forms have to be filled in and it goes to arbitration.



“The key to a stress-free process is keeping everything in writing and having ample evidence”

Here are some answers to the most commonly asked questions we hear at check out.

When will I get the check out report?

Answer. Most decent providers will have it back to the customer within 24 - 48 hours, however some companies still think a week is OK so don't be afraid to chase. If the landlord doesn't respond, call the inventory supplier and they will be able to guide you on how to get the report.

What if I don't agree with the content of the check out?

Answer. To avoid issues, we recommend to always take your own pictures before leaving (as well as at the start), keep any cleaning receipts you have and correspondence between agent & landlord. You can contact the inventory supplier to discuss the reasons for their comments.

How long will it take to get my deposit back?

Answer. Send a written request to your landlord as soon after the check out as possible. They then have 10 days to advise of what deductions they wish to make and return part or all of the deposit.

If I don't agree with some of the deductions will it take ages to get my full deposit?

Answer. No, the landlord must promptly return any non-disputed amounts. i.e. Your deposit is £1500, landlord wants to keep £700 you agree on £300 but not the extra £400, then the landlord should return £800 to you, whilst the rest is discussed.

What should I do if I don't agree on the amounts suggested?

Answer. Tell them in writing you don't agree. Ask for evidence - quotes, invoices and then ultimately negotiate. If you really can't reach an agreement then you need to use the ADR (Alternative Dispute Resolution service) of your deposit scheme – info should be in your AST of who this is.

Once deductions have been suggested, the landlord should return the remainder of the deposit within 10 days, the disputed amount sits on account until agreement is reached.



We're here to help



Get in touch

We hope that some of the advice above has helped you. Connect with us on Facebook and LinkedIn to receive updates of all our tips and tricks and property know-how.

For free ad hoc advice, even if you aren't an Eclipse client, we are always happy to help.

Please feel free to email us:

info@eclipseinventories.co.uk

or call our enquiries line on:

020 3411 8090

