

Fair Wear and Tear Policy

Fair Wear and Tear Policy Statement

Homes for Reading Ltd. (HfR) is committed to providing a good service across all its business activities and it expects tenants to respect and maintain properties in accordance with the Tenancy Agreement.

In situations where it is consider necessary to make a claim against a deposit, HfR will:

- Provide copies of the property inventory at the point of sign-up to record the condition of the property;
- Seek to provide early notification of issues during routine inspections failing due during the tenancy term;
- Provide advice to tenants and how to remedy issues if requested to do so;
- Arrange directly for certain services to be undertaken at the request of the tenant;
- Provide a copy of the closing inventory when a tenancy comes to an end;
- Record and notify the tenant of the reasons why a claim against the deposit has been made;
- Operate reasonably and within the law;
- Publicise the existence of our complaints procedure so that people know how to contact us to make a complaint;
- Promote access to the Property Redress Scheme in the event we are not able to resolve your complaint satisfactorily;
- Review the policy objectives yearly

Signed:

<u>Person</u>	<u>Role</u>	<u>Signature</u>	<u>Date</u>
Mark Green	Managing Director		13/12/2018
Sarah Hacker	Chair		13/12/2018

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INTRODUCTION

Homes for Reading Ltd. (HfR) requires a Tenancy Deposit to be held in a Government approved deposit scheme to safeguard against loss or damage to a property it owns beyond fair wear and tear during a tenancy.

This Policy sets out situations when such instances entitle HfR to make a claim from a tenants deposit to address and put right damage of loss caused by the tenant. It also sets out, how the cost will be calculated, taking into account considerations set out in law governing how deposits can be used by landlords.

Defining and determining Fair Wear and Tear:

A tenancy deposit is not like an insurance policy, which may offer 'full replacement value' or 'new for old' on items which are lost or damaged. The law states that a tenant cannot be held responsible for 'reasonable use of the premises...and the ordinary operation of natural forces (i.e. the passage of time)'.

While this definition is open to a wide variation in interpretation, there are two established legal principles which may be used for guidance:

1) *A landlord is not permitted to use the deposit for 'betterment'.*

This means that a landlord cannot expect to replace old with new, or charge for items which were soiled at the start of the tenancy to be cleaned at the end of it.

2) *A landlord is not entitled to charge a tenant the full cost of having part of the property, or any fixture 'put back to the condition it was at the start of the tenancy'.*

This means that a landlord is only allowed to charge a tenant 'a proportion of the full cost' of replacing or fixing an item, depending on a variety of factors.

In determining what is Fair Wear and Tear, allowance must be made for:

1) *The original age, quality and condition of the item*

Landlords are not permitted to replace old with new at a tenant's expense. For example, a landlord may not charge the full cost of replacing a carpet which was not brand new at the beginning of the tenancy, even if the carpet is now in an unusable condition.

2) *Depreciation*

In the case of a carpet which was not brand new at the start of the tenancy, and which has been left in an unusable condition by the tenants, the amount chargeable by the landlord towards the cost of replacement depends on calculating depreciation.

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For example, a £500 carpet in a family property might be expected to last for five years. Tenants moved in when the carpet was brand new, and lived in the property for two years. When they left, the carpet was so damaged that it had to be replaced. They were required to pay £300 from their deposit towards the cost of the carpet, which was calculated as follows:

- a Cost of similar replacement carpet: £500
- b Anticipated life of carpet: 5 years
- c Depreciation of carpet per year: $a / b = £100$ per year
- d Duration of tenancy: 2 years
- e Total payable for ruined carpet: $c \times (b - d) = £300$

3) *The reasonable expected usage of the item*

The landlord must make allowances for normal living and the effect this will have on a property over time, especially in long tenancies.

4) *The number and type of occupants in the property*

Tenants with children and pets, and tenants, who smoke, will put additional strain on a property during the tenancy. Where children, pets and smoking are permitted by the tenancy agreement, 'fair wear and tear' must take into account a reasonable amount of extra wear to the property caused by the normal everyday life of these tenants. This wear can still be considered to be 'fair' and therefore a deposit claim may not be appropriate.

5) *The length of the tenant's occupancy*

How long the tenancy has lasted obviously makes a difference to the depreciation calculation. A carpet which might be expected to last five years, and which was already two years old at the beginning of a three year tenancy, may not be claimed for even if the tenants have caused severe damage to it. This is because it could reasonably be expected that the carpet should be replaced after five years.

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Stipulations made in the HfR Tenancy Agreement

Cleaning

The HfR Tenancy Agreement states:

'In accordance with the Fair Wear and Tear Policy, you must clean or arrange and pay for the property to be cleaned to a professional standard at the end of the tenancy. This will include:

- a. The cleaning of any carpets shown in the inventory (if they have been soiled and marked during the tenancy)
- b. The cleaning of the kitchen including ovens and any domestic appliances which are included in your inventory (dishwasher, washing machine, fridge freezer etc.)
- c. The cleaning of any family bathroom, ensuite and WC.

If you do not do this, and the property is returned to us in a poorer standard of cleanliness to that in which it was at the point of letting, having regard for our Fair Wear and Tear policy, we will pay for the property to be cleaned and then charge you for the cost of the work.'

'You must clean, or have cleaned, all the windows you can reasonably reach on the property (inside and out) regularly and within 14 days of the end of the tenancy.

Maintenance

The HfR Tenancy Agreement includes details regarding a tenant's responsibility for property maintenance, which includes outside areas and structures. Where tenants do not carry out maintenance which is specified in the Tenancy Agreement, a deposit charge may be made for the cost of HfR carrying out that maintenance when the tenancy comes to an end. During the tenancy, tenants are responsible for ensuring that drains, toilets, sinks and showers remain free flowing. The clearing of blockages is the tenant's responsibility, and if HfR carry out unblocking work, this will be recharged to the tenants.

Damage and Redecoration

The HfR Tenancy Agreement states:

'You must repair any damage to the property or to our furniture and fittings (including replacing them, if necessary) if you, a member of your household or one of your visitors caused the damage. You must pay us any cost we have to pay to repair any damage or replace any furniture and fittings if you fail to replace or repair anything under this clause, having regard to our Fair Wear and Tear Policy.

You must repair and make good any wall or other surfaces on which you have hung photographs, pictures, posters or any other items.

You must leave all our furniture and fittings (as shown in the inventory) in a good, clean condition (apart from fair wear and tear) in the same rooms as they were in when you moved in.

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You must pay the cost of redecorating any rooms or part of the property which you decorated or changed without our written permission.'

Pets

Homes for Reading charge an additional £10 per month, per pet, rent for tenants who keep pets in their property. Permission to keep pets must always be sought in writing. Where tenants keep pets without permission, **no** fair wear and tear allowance will be made for wear on the property caused by these pets.

The HfR Tenancy Agreement states:

'The tenant agrees to:

- Pay for the property to be professionally cleaned with de-infestation cleaner at the end of the tenancy if de-infestation is necessary. The tenant will be liable to compensate the landlord for any losses suffered due to flea infestation.'

Summary

The required level of property maintenance, cleaning at the end of the tenancy, and de-infestation, where required, is accepted by the tenant when they sign the Tenancy Agreement and should be anticipated as a deposit charge if they do not complete it. Fair wear and tear will not be applied regarding cleaning and de-infestation, because clear guidance regarding these is made in the Tenancy Agreement. Repair of damage is the tenant's responsibility, where stipulated in the Tenancy Agreement, but fair wear and tear principles will be applied to any deposit charge made.

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Deposit Return at the end of an HfR Tenancy

The vast majority of tenancies end with HfR and the tenant being satisfied that the principles of fair wear and tear have been fairly applied and where each party agrees with the amount of deposit, if any, which has been retained by HfR.

If agreement cannot be reached, tenants have recourse to the MyDeposits appeal process. Details can be found on the MyDeposits prescribed information provided at the beginning of each HfR tenancy.

HfR also subscribes to the Property Redress Scheme which is a Government approved scheme for dealing with issues relating to property management and landlord businesses. Details are listed below:

Property Redress Scheme:

Premiere House, 1st Floor
Elstree Way
Borehamwood
Herts
WD6 1JH

T: 0330 321 9418

E: info@theprs.co.uk

W: www.theprs.co.uk

In both instances, it is likely that both organisations will require the complainant to have raised the concerns with HfR and for the complaint to have been reasonably investigated through HfR's Complaints Policy. Detail of the Complaint's Policy is available on our website at www.homesforreading.co.uk

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HfR's standards of life expectancy in property

Carpet

Family Occupancy	10 years
Single/couple occupancy	12 years

Painted Walls

Family Occupancy	5 years
Single/couple occupancy	7 years

Kitchens

Family Occupancy	12 years
Single/couple occupancy	12 years

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Examples of fair wear and tear vs. chargeable damage

Item	Fair Wear and Tear	Chargeable Damage
Painted walls	Scuffs, finger-marks	Multiple nail or pin holes, chips or dents. Repainted a different colour without authorisation.
Wallpapered walls	Minor scuffs, fading caused by sunlight	Tears, dents
Curtains/nets/blinds	Discolouration and fading caused by sunlight	Burns, stains, tears, broken mechanism
Carpet	Fading caused by sunlight	Burns, stains, tears
Laminate Flooring	Nicks, minor dents and surface scuffs, loose trim	Drag marks, deep scratches or scrapes, stains, burns, missing trim
White Goods	Discolouration due to sunlight, fading of printing due to cleaning, limescale	Damage caused by misuse, missing shelves or turntables
Kitchen Units and Worktops	Light scratches, fading/watermarks around taps, loose handles, misalignment of drawers and cupboard doors	Burn marks, 'lifting' of laminate due to water damage, missing handles or hinges
Tiled floors and walls	Minor scuffs and loose whole tiles	Chipped, broken or missing tiles
Windows	Condensation between panes, broken sash cords	Broken or cracked glass, bent hinges
Showers	Wear of electrical components (average lifespan of electric shower = 4 years)	Broken or missing shower head or hose
Electric sockets	Loose screws, scuffs	Broken socket covers
Garden	Worn grass, discolouring to patio slabs	Broken patio slabs, damaged sheds, damage to fencing
Garage	Scuffs and scrapes, door discoloration and weathering	Broken locks and doors, damage to the structure, lighting and electrical supply[
Heating and electrical systems	Scuffs and scrapes, discolouration due to sunlight, fading of printing due to cleaning, limescale	Damage to boilers, water tanks, radiators, TRVs

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