Landlord's Guide to Fair Wear and Tear

At the end of the tenancy when considering deductions, Landlords have to apply the principle of fair wear and tear to the condition of their property.

Legally, a landlord should not be either financially or materially in a better or worse position than they were in at the commencement of the tenancy or than they would have been at the end of the tenancy having allowed for fair wear and tear.

The landlord is not normally entitled to charge the tenant the full cost for having any part of their property, fixtures or fittings put back to the condition it was at the start of the tenancy, this would be betterment.

Areas which must be considered are:

1.	2.	3.	4.
Original age, quality and condition of any item at the commencement of the tenancy	Average useful lifspan to value ratio (depreciation) of the item	Reasonable expected usage of such an item	The length of the tenancy

Allowance for compensation

There can be instances when a tenant causes damage to an item but it doesn't warranty replacement. Examples being a burn in the carpet or a scorch mark on a kitchen work surface. A tenant cannot be charged for the full cost of replacement, this would be unreasonable. Even if a burn is in the middle of a worktop, although a replacement could be justified, the landlord would still not be entitled to the cost of the full replacement. An apportionment cost must be calculated taking into consideration the age and condition at the commencement of the tenancy, the length of the tenancy and the size of the area of the worktop that would require replacement, the tenant would not be expected to pay for the cost of the whole worktop. In cases where an item has had its value reduced or its lifespan shortened, for example by damage, an award of compensation will be more appropriate.

A similar approach is used by the deposit schemes when assessing fair wear and tear to assist in resolving disputes, details of which can be found on their individual websites.

Your Northwood branch will prepare a detailed inventory at the commencement of each tenancy together with photographs to assist in providing evidence as to the condition of the property at the time. This document will be used at the end of the tenancy to consider any deterioration beyond fair wear and tear.

Examples of the expected lifespan of decoration, appliances and furniture

Decorations, carpets, furniture, fixtures and fittings all have an assessable lifespan beyond which they have no value even if they are still in place and serviceable. Similarly, a washing machine may still be useful after 5 years but be fully depreciated and therefore have no monetary value.

The quality of goods and furnishings can differ. The table on the right shows how allowances will be apportioned unless you provide copies of warranties and/or guarantees confirming extended life expectancy before the commencement of the agreement.



Decorations	
Hall, stairs and landing	between 2–3 years
Living room	4 years
Dining room	4- 5 years
Kitchen and bathrooms	between 2–3 years
Bedrooms	4–5 years

Carpets/Flooring	
Budget quality	between 3–5 years
Medium quality	between 5–7 years
Top quality	between 7–10 years

White Goods and Furnishings	
Washing machines	between 3–5 years
Cookers/ovens/hobs	between 4–6 years
Fridges	between 5–8 years
Small electrical goods	between 1–3 years
Lawnmowers	between 2–3 years
Furniture	between 3–6 years

Example of how fair wear and tear would be calculated

1. Cost of replacement item	= £100.00
2. Actual age of existing item	= 2 years
3. Average lifespan of item	= 3 years
4. Remaining lifespan of item calculated as 3 years minus 2 years	= 1 year
5. Depreciation of value of item calculated as £100.00 divided by 3	= £33.33 per year
6. Approximate apportionment of costs to tenant would be 1 year x £33.33	= £33.33