

## Managing your landlords' expectations



“ I'm Head of Dispute Resolution at mydeposits and have been making decisions on dispute resolution cases between letting agents, landlords and tenants for over seven years. This experience has offered an in-depth understanding of how landlords think and feel about their properties and tenants.

The vast majority of landlords act very reasonably when a tenancy ends; some pay for cleaning and some redecoration at the end of each tenancy, and many have never had a dispute. They believe this is a small price to pay if the tenant has paid their rent on time and looked after the property, with no major issues throughout the tenancy. However a small minority of landlords, and tenants too, are unaware of the fundamentals of deposit protection and may act unreasonably at the tenancy end.

Agents need to act as facilitators and should be looking at the position of both parties, with the aim of finding an agreeable solution. ”

Suzy Hershman, Head of Dispute Resolution

### At the start of the tenancy

- 1 Highlight the importance of good documentation as it is a fact that deposit disputes are won and lost at the start of the tenancy.
- 2 Make sure the **Inventory and Schedule of Condition** is well detailed and descriptive, on both cleanliness and condition in each area and embed photographs into the report. Then a landlord can clearly see exactly how each area of the property has been given to the tenant and what can be expected when the tenancy ends.
- 3 Clearly explain the criteria for **fair wear and tear** to landlords and send them guidance. Remember, fair wear and tear is the depreciation of the property due to the normal use of the property, on a day to day basis, over the entirety of the tenancy.
- 4 Remember if the landlord has lived in the property, prior to letting, there may be an emotional attachment and their view of its condition may be slightly 'rose-tinted'.

### During the tenancy

- 5 Mid-term inspections are valuable and should be carried out to check on how a tenant is using the property. It is an ideal opportunity to spot any damage to the property such as mould or anything else in excess of what is reasonable (remembering you can't tell a tenant how to live in the property unless it is causing damage).

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## During the tenancy continued

- 6 Follow up any issues found or reported, in writing to both parties, explaining what was found, what needs to be done by whom with reasonable time-scales; then if possible follow it up to see that advice and action has been taken. Written evidence and keeping communication flowing is a valuable tool at the end of the tenancy for any negotiation and potential disputes.
- 7 If the landlord and tenant fall out, early intervention on any issue can be fundamental to keep the channels of communication open and adverse feelings to a minimum.

**TIP:** Do not leave problems to the end of the tenancy; deal with them and any associated costs at the time to avoid escalation.

## At the end of the tenancy (for negotiation and/or adjudication)

- 8 Use the Inventory and Schedule of Condition for comparison when carrying out the final inspection and be as descriptive as possible when recording the final detail. Photographs of any damage/cleaning etc can add weight to your negotiations.
- 9 Make it clear that adjudication is to compensate for damage caused in excess of fair wear and tear, and not to put the landlord in a better position than they would otherwise have been. The purpose of alternative dispute resolution (ADR) is not to provide new for old.
- 10 If the landlord is being reasonable in their deduction proposal and the tenant is refusing to negotiate, advise both the landlord and tenant on guidance they should read prior to choosing the ADR or court route and what evidence is best and relevant for a formal dispute.

## Key points:

- ✓ Attention to detail in the evidence:
  - a. Cleaning is the most common issue in dispute and the reason for much negotiation at the end of the tenancy. If the Inventory and Schedule of Condition clearly describes the level of cleanliness in each area, then an accurate comparison from start to end can prevent a tenant denying liability for a specific area or a landlord claiming for areas that do not need further cleaning.
  - b. Emails/correspondence can tell a story and weigh in favour of the landlord or tenant.
  - c. Make sure that all contractors' reports/estimates/invoices break down each job and the costs.
  - d. Make sure all photographs are embedded into reports or are digitally date stamped on the front.
- ✓ Advise all landlords to hold on to all receipts/invoices for items purchased for the property, no matter how small, and explain the potential downside of not being able to provide these if a formal dispute is raised by the tenant.

**TIP:** Most cleaning claims end up with a split decision for this very reason.

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