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FAIR WEAR AND TEAR: A LANDLORD'S GUIDE

UNDERSTANDING THE DIFFERENCE BETWEEN NATURAL AGEING AND TENANT DAMAGE

Section 1: What is Fair Wear and Tear?

Fair wear and tear is the gradual deterioration of a property and its contents through normal, everyday use. Under UK law, landlords cannot deduct the cost of this natural decline from a tenant's deposit.

Factors to Consider:

- Length of Tenancy: Longer tenancies naturally result in more wear.
- Number and Type of Occupants: Families with children or pets may cause higher levels of wear than a single professional.
- Quality and Age: Older or lower-quality items will wear out faster than new, high-end fixtures.

The Core Principles

- Natural Deterioration: You cannot charge a tenant for the normal decline in condition caused by everyday life.
- Life Expectancy: Consider the age and quality of the item; a cheap carpet will wear out faster than a premium one.
- Apportionment: Landlords are not entitled to "new for old" replacements; you can only claim for the loss in value.

Carpets and Flooring

- Acceptable: Slight flattening of the pile in hallways or light fading from sunlight.
- Chargeable: Visible burns, heavy permanent staining, or tears caused by moving furniture.

Walls and Paintwork

- Acceptable: Minor scuffs, fading over time, or a few small holes from picture hooks.
- Chargeable: Large holes in the plaster, unapproved DIY painting, or heavy crayon marks.

Kitchens and Bathrooms

- Acceptable: Light surface scratches on worktops or limescale build-up in hard water areas.
- Chargeable: Deep knife cuts, scorch marks from hot pans, or cracked tiles and sanitaryware.

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