



Guide

The ultimate landlord guide to fair wear and tear

May 29, 2024



Throughout a tenancy, no matter how well your tenant looks after the property, the fixtures, fittings, contents and fabric will naturally degrade over time through use. This is known as ‘fair wear and tear’.

While you can pursue your tenant for financial compensation if they cause any damage, the cost of wear and tear is an accepted part of operating a rental property. Your responsibilities as a landlord for addressing wear and tear include the following:

- Periodical redecoration of part or all of the property – every three to five years is fairly normal, more often if it’s an HMO
- Repairing fittings and other items as necessary to make sure they remain in good working order – e.g. tightening hinges and handles
- Replacing items as they come to the end of their natural life – this cost can be deducted on your [tax return](#)
- Making sure the property has a professional deep clean between tenancies, so that it is in as good a condition as possible for incoming tenants

As such, it’s important that you budget properly and set aside money each month to cover the cost of periodical maintenance and repairs, to keep your rental property in good condition.

When a [tenancy comes to an end](#) and a check-out inventory is taken, you need to decide how much of the change in condition is fair wear and tear, and whether there is any damage that the tenant should be charged for.

This guide will explain how to calculate wear and tear, the difference between wear and tear and damage, and how to apportion costs so that your tenant isn't asked to pay more than is fair for any damage they do cause.

What is wear and tear in a rental property?

The term 'wear and tear' refers to the unavoidable changes in condition that take place in any property over time, through normal, everyday use.

When you have tenants living in a rental property, no matter how careful they are, the carpet will start to show wear, the walls will get scuff marks here and there, the plaster will develop cracks and the paintwork will chip.

As a landlord, you should expect this kind of gradual deterioration over time, and budget for repairs and maintenance to periodically restore the property's condition.

What is acceptable wear and tear by the tenant in a rental property?

There are no specific rules on what constitutes 'fair wear and tear' - it is simply defined in the Government's model tenancy agreement as: "reasonable use of the premises by the tenant and the operation of natural forces".

What's reasonable and acceptable will depend on several things:

What factors affect wear and tear?

- The length of the tenancy
- How many tenants are living in the property
- How old the occupiers are – e.g. children and students are likely to cause more wear and tear than older tenants
- The condition of the property when the tenants moved in – e.g. were the fittings new or had they already had several years of use?
- The [normal lifespan](#) of the item or area

Obviously, the more tenants there are and the longer the tenancy, the more wear and tear should be expected. So, if you had a professional couple renting for a year, you would expect very little wear and tear. But if you had a family with young children living there for five years, you would expect a lot more scuffs, scrapes and general wear to fittings.

Our deposit protection partner, mydeposits, also powered by [Total Property](#), has a great, free, checklist you can access: see the [mydeposits fair wear and tear checklist](#) and mydeposits guide, '[Fair wear and tear – what is it and how is it applied?](#)'

You can also [watch this mydeposits video](#) of Resolution Department Lead, Suzy Hershman, explaining more about wear and tear and what is fair, and what you can do to avoid any issues requiring resolution at the end of the tenancy, saving you time, stress and money.

Wear and tear - what is fair? | Suzy Hershman, mydeposits



What are some examples of fair wear and tear?

Although there are no precise rules to follow, fair wear and tear on the fabric of the property, fixtures, fittings and furnishings is likely to include things like:

- settlement cracks in plaster
- occasional scuff marks on walls, doors, skirting boards and hard flooring
- worn carpets
- loose cupboard handles and hinges
- worn kitchen countertops
- chipped and faded or slightly discoloured paintwork
- warped blinds and faded curtains

It's important to know that wear and tear is not covered by your [landlord insurance](#), so make sure you budget for repairs, replacements and upgrades over time.

What is the difference between damage and fair wear and tear?

Whereas wear and tear is unavoidable, damage is a change in condition that has been caused by the tenant, their guests or a third party being careless, reckless or negligent. It can be either [accidental damage](#) or [malicious damage](#).

For example:

Item	Wear and tear	Damage
Flooring	Wearing and scuffmarks	Scratches, stains, burns or holes
Curtains	Fading	Rips and tears
Walls	Small cracks, chips and scuffmarks	Scrapes, holes or unapproved redecoration
Countertops	Wearing and light minor scratches	Cuts or burns
Windows	Degraded or loose sealant	Cracked or broken pane

Regardless of whether the damage was [accidental](#), or deliberate and [malicious](#), you should be able to charge the tenant for fixing it and make a claim against their deposit. If the cost of repairing or replacing damaged items exceeds the amount of the deposit, you can pursue a claim against the tenant in court.

However, if a tenant cannot afford or refuses to pay, or simply disappears and can't be found, you could be left picking up the bill. That's why it's important to have [landlord insurance](#) that covers you for both accidental and malicious damage by tenants.

"Our own Premier landlord insurance policy covers both accidental and malicious damage caused by tenants and their guests – up to £5,000 for contents and £25,000 for buildings – as well as loss of rent resulting from the need to carry out work. However, landlords will need to provide evidence that they did all they could to minimise the extent of the damage, which includes proving the tenants passed a [robust tenant reference check](#) and that regular [property inspections](#) were carried out."

- Steve Barnes, Head of Broking at Total Landlord

Is pet damage wear and tear?

Pet damage during a tenancy is not considered wear and tear.

If you have allowed your tenant to keep a pet in the property, you may accept that there could be some minor scratches and claw marks on the flooring simply as a consequence of the pet moving around. However, damage caused by excessive scratching, biting, clawing, urine stains and so on, are the tenant's responsibility.

[Landlord insurance policies](#) will not usually cover damage by pets. Pet insurance can be taken out to cover accidental damage caused by the pet – e.g. if a cat knocked over a lamp – but things like stains and scratch marks will be considered wear and tear under the insurance policy and therefore won't be covered.

See this resolution case study from mydeposits: [Pets and fair wear and tear](#).

Is cleaning part of wear and tear?

Wear and tear only applies to condition, not cleanliness. Even if an item has suffered wear and tear (or damage), it can still be clean.

At the end of a tenancy, the property and its contents should be returned cleaned to the same standard as it was when the tenant moved in. Dirt, dust and cobwebs – although they naturally accumulate over time – are not classed as wear and tear!

So, if your tenant has not cleaned the property to an acceptable standard, you may be able to charge them for cleaning, separately to any damage over and above fair wear and tear.

For more on landlords' and tenants' cleaning responsibilities, see our [end of tenancy cleaning checklist](#).

How is wear and tear calculated – and by whom?

At the end of a tenancy, a check-out inventory should be taken, comparing the current condition of the property and contents to the condition at check-in. It is initially up to the landlord to decide whether the tenant should be charged for any damage, over and above fair wear and tear, and how much they should be charged.

If the tenant disagrees with what the landlord is proposing, it can be dealt with by the deposit protection scheme adjudicator, who will look at the evidence provided by both landlord and tenant, and make a decision, which is final.

The landlord is responsible for providing evidence of the change in condition – this can be done by sending in the [check-in and check-out inventories](#) and any records from [periodic checks](#). Original receipts for items and quotes for replacements, as well as quotes for any labour required should also be included, to support the amount being claimed.

In considering what's 'fair' and how much the tenant's contribution to repairing or replacing items should be, it's helpful to ask the following questions:

- Who were the tenants?
- How old is the item or area and how long is it since it was new?
- What is the quality of the item or area?
- How long was the tenancy?
- How much of the deterioration of the item can be attributed to natural wear and tear, and how much was damage by misuse?

See [this case study from mydeposits](#), where the adjudicator had to make a decision on how much the tenant should have to pay towards a carpet that needed replacing – how much it had been damaged and how much was down to fair wear and tear.

Betterment and apportionment

As a landlord, you are not permitted to end up better off once a tenancy has ended – either financially or materially. This means that the amount you charge a tenant for any damage must not improve the value of the property or contents, known as 'betterment'.

So, if an item or area has been damaged, any deposit deductions must consider:

- whether repair or replacement is most appropriate
- fair wear and tear that the item or area would naturally have suffered, irrespective of the damage

Then 'apportionment' must be applied, so that the tenant is not being asked to effectively subsidise what their landlord would have had to pay out anyway to cover wear and tear.

For example, if your tenant accidentally broke a bathroom tap, but the tap was already five or six years old, it is not reasonable to expect the tenant to pay the full cost of a brand-new replacement.

Betterment formula

This splits the value of an item over its lifespan and is a recognised way of apportioning the cost of replacing the item.

For example, if a tenant broke a lamp that was three years old:

replacement cost of item	÷	expected lifespan in years	=	annual depreciation/cost
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£50		5		£10
Remaining lifespan	x	annual depreciation/cost	=	cost apportioned to tenant
2		£10		£20

For more on the normal lifespan of items in your rental property and assessing wear and tear versus damage, see this mydeposits article on the [life expectancy of rental property products](#) and [fair wear and tear checklist](#).

How to reduce wear and tear in a rental property

When things are looked after carefully and well maintained, they last longer. So, to help make sure things stay in good condition for as long as possible and reduce the amount of wear and tear in your rental property, take the following steps:

- **Give your tenants a good standard of accommodation.** When tenants feel that their landlord cares about them having a nice home, they tend to look after it
- **Use durable and easy-to-clean materials.** That's things like:
 - wipe-clean paint on walls and moisture-resistant paint in kitchens and bathrooms
 - sturdy hinges on cupboard and wardrobe doors
 - large, hard-wearing tiles on bathroom floors and walls (see this mydeposits article on the best flooring for landlords and tenants)
 - plastic countertops, rather than wood
- **Maintain a good relationship with your tenants.** Happy tenants tend to stay in the same property for longer and take care of it like it's their own home. So, communicate well with them and respond quickly to any queries or requests for repairs
- **Carry out property inspections every three to six months.** This will let you see how well the tenants are taking care of the property and you can bring up any issues before they become bigger problems. It also gives you a chance to see what little maintenance jobs might need doing that the tenants may not have mentioned
- **Stay on top of maintenance and refresh the décor in the property every couple of years.** This will help keep tenants happy, and may result in less wear and tear which will extend the lifespan of items and areas and reduce the amount of redecoration needed, when they eventually move out

Wear and tear tips for tenants

When your tenants are being checked in, it's worth reminding them that the property must be handed back at the end of the tenancy in the same condition, other than normal wear and tear, and that they will be charged for any damage. You can also give them a few tips for minimising wear and tear and the cost of any necessary repairs, such as:

- clean and air the property regularly, so that dirt doesn't build up and you [minimise the chance of damage from condensation and mould](#)
- look after white goods – e.g. clean filters, don't let ice build up around freezer doors, use descaler periodically on the washing machine, dishwasher and shower head
- report any damage, even if it was accidental, to your landlord or property manager right away so the item, or area, can be repaired or replaced as soon as possible
- if there has been criminal damage through burglary or vandalism, contact the police and ask for a crime report number, then let your landlord know so that the damage can be repaired to avoid any more deterioration

If there is damage over and above wear and tear at the end of the tenancy, you will be responsible, so it's worth considering taking out [landlord insurance that covers you for accidental damage](#).

Wear and tear FAQs

What is considered fair wear and tear for carpets?

Worn and discoloured carpeting, as well as indentations made by furniture, is generally considered wear and tear. However, if it is burned, stained or torn, that is classed as damage.

Do scratches count as wear and tear?

Scuffs and minor scratches on things like floors and countertops would be considered wear and tear, but obvious and deep scratches, including those caused by pets, are damage.

Do wall marks count as wear and tear?

Light scuffmarks are considered wear and tear, and the accepted level will depend on the number, type and age of the tenants and how long they have lived in the property. However, significant marks and indentations are damage.

Are nails and nail holes in the walls wear and tear or damage?

If the tenant had permission to put up pictures or shelves, then nails and nail holes should be considered reasonable wear and tear. But if there is an excessive number of them, or wall plaster has been dislodged around the holes, that is damage.

Can you make a claim on landlord insurance for wear and tear?

No, [landlord insurance](#) will only cover damage, so landlords need to budget for repairing and replacing items that deteriorate through wear and tear.

Can landlords charge extra deposits for pets?

No, the maximum security deposit is five weeks' rent (six weeks' rent if the annual rent is over £50,000) and pet damage is not currently included in the list of permitted fees under the Tenant Fees Act.

Proposals in the [Renters \(Reform\) Bill](#) included making pet insurance a permitted charge, but at the time of writing it remains to be seen whether a new government will look to introduce the changes that were included in the Bill. This was for landlords to either be able to ask tenants to take out their own pet insurance policy, or charge them for the cost of obtaining such cover themselves. For more information on what was included in the Bill, see our article, ['Renters \(Reform\) Bill: Will landlords have to accept pets soon?'](#)

Can landlords still claim a 10% wear and tear allowance on their tax return?

No. This allowance was removed in 2016. Now, tax relief can be claimed on 'domestic items' at the point they are replaced – if it is a 'like-for-like' replacement.

So, if you replaced a worn-out chair with a similar model, you could deduct that cost on your [tax return](#). But if, for example, you replaced budget curtains with more expensive ones, you would only be able to claim for the current cost of comparable budget curtains. So, while you may have spent £300, you might only be able to claim £150.

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