

# /# 4

Government authorised deposit protection

## **EXPERT ADVICE**

# Advice for check in and check out

Expert advice on inventory management and completing check in and check out inspections.

## **ADVICE FOR CHECK IN AND CHECK OUT**



Suzy Hershman Head of Dispute Resolution

**C** Once you've completed your tenant checks and provided your tenants with a clearly worded tenancy agreement, the next step is to compile a check in inventory and schedule of condition.

This detailed report is a record of the property's contents and condition that makes all parties aware of how it should be maintained and returned at the end of the tenancy. Providing robust, clear and detailed documentation to demonstrate what is expected of your tenants from the start often helps to prevent any problems in the future. At the end of the tenancy, the check out report will then be used to compare the overall condition of the property against the check in documents.

The check in and check out process also enables both parties to sort out any issues at the time, and will often help to avoid a formal dispute occurring.

In the unlikely event that a dispute does occur, check in and check out reports which have been signed by you and your tenants are crucial pieces of evidence to support any deposit deductions that you plan to make.

## At check in...

#### Complete a thorough inventory

No matter who compiles the inventory, the landlord, the agent or an independent inventory company, you should make sure that a comprehensive inventory is completed shortly before or on the day of check in and is to a professional standard. It is vital that the written description used in the inventory accurately reflects the true condition of the contents, is objective and should include:

- The property address and date when the inventory was conducted.
- Meter readings, serial numbers, key lists.
- A thorough list of the interior and exterior decor, fixtures and fittings, along with the condition of these items as well as the standard of cleanliness in each area.
- Embedded photographs If these are not embedded in the inventory they should be referenced to the corresponding part of the inventory and initialled by the tenant.
- Signatures from you and your tenants including dates, following the checking of the inventory. Best practice is for all pages to be initialled.

Along with your photographs, the descriptive detail used in the inventory will be vital at the end of the tenancy for comparison during check out and will be used as your reference. Some tenants may be in the property for a while so the inventory will be your documentary evidence of the condition of the property when the tenants moved in.

#### **TOP TIPS:**

- Be sure to describe the standard of cleanliness as well as the condition of the contents and fixtures in the property.
  e.g. 'Small scratches to surface', 'grease marks on oven and hob' or 'brand new, never used'. Avoid generic terms such as 'all good' or 'in need of cleaning' as this is too vague and people's opinions can vary.
- A comprehensive and detailed inventory with accompanying photographs will allow for an accurate comparison following the check-out inspection at the end of the tenancy, and will demonstrate the extent of any differences. If there are any proposed deductions to the deposit at the end of the tenancy, the descriptive detail should help both parties to negotiate and resolve matters.

#### Best Practice at check in

- Where possible, ensure that all of the tenants have the opportunity to be present to check the inventory before moving in any of their belongings.
- If the tenant is not present for the check in inspection, be sure to provide them with a copy and give them a reasonable time to amend, sign and return it along with any other documents such as digitally dated photographs.

Remind your tenants at check in;

- to check their responsibilities written in the tenancy agreement
- to check the inventory and advise of any amendments within a reasonable time (7-10 days is the industry standard)
- how and when rent is to be paid
- how all appliances work ensure you supply operating instructions
- how and when bins need to be put out
- how to sign up for all the utilities including getting a TV licence
- how to maintain any specialist items/ equipment

#### During the tenancy:

- Regular inspections can highlight any issues or problems in the property before they become serious e.g. build-up of mould, damp, unreported damages. Ensure that you inform your tenants in advance if you plan to visit the property. Three or six monthly checks are reasonable, to avoid breaching a tenants right to quiet and peaceful living.
- Checking the property again one month before your tenants are vacating can identify any issues which could be dealt with before the end of the tenancy. The tenant can then





address any issues they may be responsible for which then reduces the potential for dispute and/or delay in new tenants moving in.

Prepare and deliver end of tenancy guidance, one month before the tenant is moving out, to remind them of their contractual obligations, e.g. replacing light bulbs, returning keys, make sure final bills are paid and about any possible charges or deductions to the deposit if the property is not returned in the same condition it was in at the start, allowing for fair wear and tear.

## At check out...

- It is best practice to give the tenant the opportunity to attend the final inspection.
- When carrying out the final inspection, use the check in inventory for reference and comparison so the differences can be clearly highlighted using the same terminology.
- Focus on cleanliness, damage, missing items, gardens, items left, keys and meter readings.
- Note all changes and dilapidations, even if you are unsure and use pictures to support your findings.
- If the tenant is present and accepts the content of the final report, all parties should sign to confirm they are in agreement.



### **TOP TIPS:**

- A detailed check out report also provides the perfect opportunity to discuss and agree with your tenant any deposit deductions that you wish to make. Be prepared to listen to the tenant and compromise. If you reach an agreement make sure this is recorded in writing and signed by both parties.
- When proposing a deduction consider the most reasonable way of making good the damages e.g. repair rather than replacement may be more appropriate. This will be the extent of the tenant's responsibility even if you choose to do more than necessary. When calculating a reasonable deduction remember to factor in fair wear and tear which the tenant is not responsible for. This should take into account the condition and quality of the item/area at the start, the age and potential lifespan of the item, the length of the tenancy and the number of tenants.

## **Contact Details**

www.mydeposits.co.uk



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

0333 321 9401

Tenancy Deposit Solutions Limited, trading as mydeposits. Registered office: Lumiere House, Suite 1-3, 1st Floor, Elstree Way, Borehamwood WD6 1JH. Registered in England No: 05861648. VAT No. : 893 9729 49



Authorised by