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Property Inventories

Introduction

Landlords are legally required to provide information at the start of a tenancy. The provision of an inventory is a legal requirement in England and can often be overlooked or a “sketchy” list of contents.

Not providing a detailed inventory report of a dwelling and its contents at the start of a tenancy can lead to a higher likelihood of tenancy deposit disputes against a tenancy deposit agent. An inventory provides a record of the condition of the property and claim expenses.

Tenants with a significant number of documents and prescribed information about tenancy deposits. The inventory is a legal requirement in England and can often be overlooked or a “sketchy” list of contents.

An inventory report of a dwelling and its contents at the start of a tenancy is a legal requirement for landlords. Without one, there is more of a risk of tenancy deposit disputes. Tenants are unlikely to be able to successfully claim their deposit back if a tenancy deposit agent is not satisfied by a tenant. From a tenant’s perspective, an inventory provides a record of the condition of their deposit if a rogue landlord were to try to claim expenses.

In Wales, it is mandatory for landlords to provide contract-holders with an inventory within 14 days of the start of the tenancy, unless a contract-holder agrees to exclude the requirement for an inventory. However, where a property is let on a short-term basis, there are no further requirements for a permanent fixture inventory.

S27 Renting Homes (Wales) Regulations 2022 – 2022 No. 23 (W.11)

To provide contract-holders with an inventory within 14 days of the start of the tenancy, unless a contract-holder agrees to exclude the requirement for an inventory. However, where a property is let on a short-term basis, there are no further requirements for a permanent fixture inventory. The inventory must still be served and reflect that the property is in good condition. The inventory must provide as much detail on the condition of the property as possible. The inventory is deemed accurate if no comments are made by the contract-holder within 14 days.

S27 Renting Homes (Wales) Regulations 2022 – 2022 No. 23 (W.11)

What is an inventory?

An inventory (sometimes referred to as a “schedule of condition”) is a document that provides a detailed record of the condition of a property and any contents at the start and end of a tenancy. Most landlords and agents often produce these themselves, but it is recommended that you produce these themself. Using an independent clerk can provide useful unbiased evidence.

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What information should be included?

Inventories should cover all the contents of the property, including furniture, appliances but even if the property is empty, record the condition of the property, including the condition of the walls, floors, doors, windows, handles and their condition.

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tenant rather than foot the bill themselves.
tively simple and requires a visit to the property
erty, its' location and condition and if possible,
ormal inventory schedule.

the items in each room;
items nor their condition or state of cleanliness.

their age, where known. For example, if a sofa is recorded. Standard wear and tear must be overall letting expenses. At adjudication a tenant the cost of an older item which becomes on is likely to be considered reasonable to cover

re lingering smells, these should be included
ours which may be present.

clear and incorporated into the inventory itself
the inventory.

saved in pdf format so it cannot be altered,
of the respective parties who should initial any

put together, along with photographic evidence (agents) should inspect the property together.

Agree a mutually convenient time to check each item described in the inventory and the condition of the property.

- Ensure two copies of the inventory are made. The Tenant should sign and date the inventory to ensure it is accurate, with evidence of the condition of the property.
- Arrange to test the property's fire and smoke alarms and explain the tenant's obligations for caring for them. The Tenant should be aware of the location of any fire extinguishers.
- Any issues of disrepair should be recorded in the inventory and those requiring the Landlord to carry out works should be recorded and signed off by the Landlord once the works have been completed.

How to carry out a check-out inventory

Much like the check-in inventory, the check-out inventory should be carried out in the presence of the tenant in attendance. The check-out report should be in writing and signed by the tenant. The property at the end of the tenancy should be in the same condition as when the tenant entered the property.

- The original check-out inventory should be signed by the tenant at the time of the walk-through and bring a camera to take photographs of the property.
- Check all switches, sockets and appliances are working during the walk-through.
- Ensure meter readings are taken and recorded before the tenant leaves before paying the utility bills.
- Any discrepancies between the check-in and check-out inventory or damage or wear should be recorded clearly in the check-out report.
- Any sums to be repaid to the Landlord should be added to the report with reasons for the deduction. The tenant should have the opportunity for this to happen and in turn the Landlord should have the opportunity to expedite repayment.
- Ensure the tenant is aware of the condition set out in the check-in report for loss or damage and that the amount can be deducted from the tenancy deposit.
- If the tenant does not agree with the deductions, the Landlord should provide written objections and try to negotiate a compromise. If the matter cannot be resolved, the matter can be referred for adjudication.

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tenant for a walk through of the property and to agree the condition of the property. This should be used as an opportunity to agree any agreed amendments made.

Once agreed, both the Landlord and Tenant should sign and date the inventory (including any amendments) is made and kept as part of their records.

The Landlord should explain the tenant's obligations for caring for the property and the tenant is aware of the location of any fire extinguishers.

Any issues of disrepair should be recorded in the inventory and those requiring the Landlord to carry out works should be recorded and the inventory updated once the works have been completed.

The Landlord should ensure that the tenant is able to carry out the check-out inventory with the tenant in attendance. The parties who produced the original check-in inventory should be aware first hand of the condition of the property at the end of the tenancy, before the tenancy ends, the tenant's consent to the check-out inventory should ensure that:

The tenant should sign the check-out inventory at the time of the walk-through and bring a camera to take photographs of the property.

Check all switches, sockets and appliances are working during the walk-through.

Ensure meter readings are taken and recorded before the tenant leaves before paying the utility bills.

Any discrepancies between the check-in and check-out inventory or damage or wear should be recorded clearly in the check-out report.

Any sums to be repaid to the Landlord should be added to the report with reasons for the deduction. The tenant should have the opportunity for this to happen and in turn the Landlord should have the opportunity to expedite repayment.

Ensure the tenant is aware of the condition set out in the check-in report for loss or damage and that the amount can be deducted from the tenancy deposit.

If the tenant does not agree with the deductions, the Landlord should provide written objections and try to negotiate a compromise. If the matter cannot be resolved, the matter can be referred for adjudication.

- If there are no problems, the deposit is returned as expected, the Landlord should promptly apply the deposit to the rent deposit.

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