

Your TDS guide to:



Inventories, check-in & check-out reports

A guide for agents, landlords and tenants

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Tenancy Deposit Scheme

Insured

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Introduction

However well a tenant looks after their property, it will not be in the same condition at the end of the tenancy as it was at its start. Wear and tear to carpets, flooring, and other fixtures, fittings and decorations will, inevitably, have taken place. Even well looked after contents will deteriorate with time and use. Landlords need to allow for fair wear and tear during a tenancy.

Tenants will however be liable for breakages, missing items, or damage to the property, which are in excess of fair wear and tear, as well as cleaning. These issues will arise where a property suffers because of the tenant's carelessness, negligence, misuse or deliberate damage.

Deciding which of these scenarios applies will depend on having good quality information to show a property's contents, condition and cleanliness at the start and end of the tenancy.

The purpose of this guide

This guide considers 'best practice' from an adjudicator's viewpoint irrespective of whether an inventory, check-in or check-out report that is presented as evidence in a dispute was prepared by the landlord, the agent or by an independent inventory clerk.

This guide also highlights 'best practice' with the tenant in mind too. The disputes we deal with show that often a poor quality inventory, check-in and check-out report is the source of the problem. Producing reports that are clear and easy to understand, and with sufficient detail to explain things properly, are much more likely to be understood by tenants – which means that justified tenancy deposit deductions are much more likely to be agreed.





First principles

What does the inventory, check-in and check-out process cover?

The terminology used to describe the recording of a property's contents, cleanliness and condition is sometimes misunderstood. Alternative expressions such as "schedule of condition" are also used.

To avoid this confusion, we take the view that completing the full inventory, check-in and check-out process normally consists of:



1. Inventory

Recording the cleanliness and condition of a property with clearly defined description glossaries, accompanied by any fixtures, fittings, contents and decoration, and with relevant meter readings (the 'inventory'), immediately before the tenancy starts.



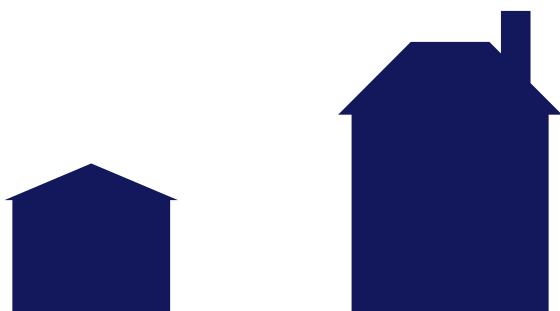
2. Check-in

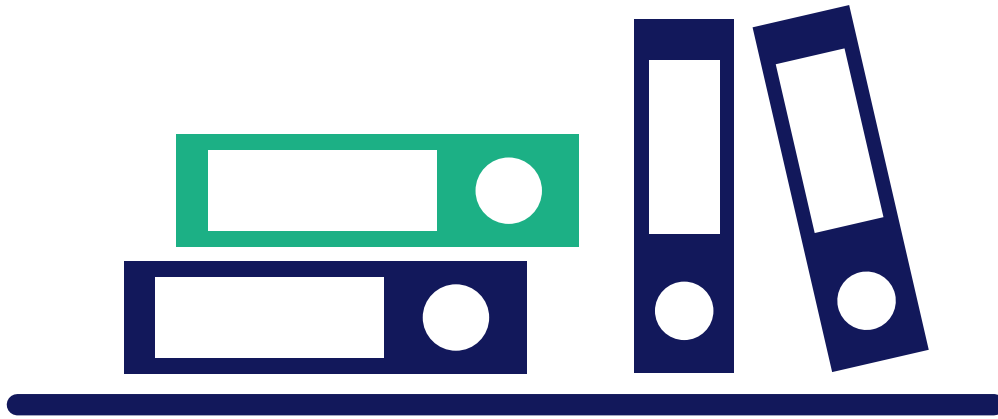
Getting the tenant's agreement to this record (often done by visiting the property with the new tenant(s) to make sure they agree with the property's cleanliness and condition (the 'check-in'). Alternatively, giving the tenant the means to provide feedback remotely and agree on the contents within a given time period (usually 7 days).



3. Check-out

Recording the cleanliness and condition of the property when the tenancy ends in order to identify what has changed (the 'check-out').



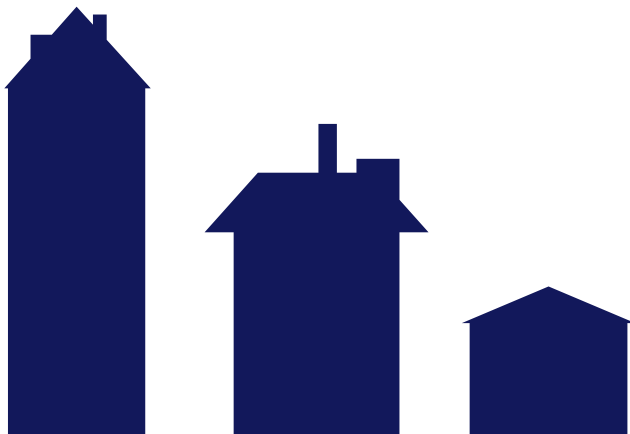


Why do we need check-in and check-out reports?

In deciding any claim against a tenancy deposit for issues such as cleaning or damage, all parties to a dispute are entitled to rely upon reasonably detailed check-in and check-out reports as being key documents recording the cleanliness and condition of a property and its contents at the start and end of the tenancy.

TDS' scheme rules do not insist on the preparation of an inventory or check-in and check-out reports. That said, without good quality and highly detailed check-in and check-out reports it can be extremely difficult to persuade an adjudicator - as well as a tenant - that deductions from the tenancy deposit are justified. This is because it is much more difficult to prove the property's cleanliness and condition both at the start and end of the tenancy and the extent to which these may have deteriorated.

An adjudicator will consider whether the parties have put forward any other evidence to show the property's cleanliness and condition – such as invoices to show that a property was cleaned before a tenant moved in. Advertising particulars produced to market a property will not however be sufficiently detailed to be used as an inventory; they are also not an accurate record of a property on the day the tenancy actually starts.



What should check-in and check-out reports cover?

The check-in report should provide both an inventory of the property and its contents, and a schedule of cleanliness and condition at the start of the tenancy.

Some check-in reports rely on clauses to the effect that all items “appear as new unless otherwise stated” or “are without any visible marks or defects unless otherwise stated”. These ‘over-arching’ clauses can be useful, but need to be worded carefully and tenants should always be given the opportunity to comment with a clear audit-trail (record of comments with dates). In any event, a well completed check-in report should describe the contents, cleanliness, and condition of each room in turn.



The check-out report enables all parties to identify any deterioration in the contents, cleanliness, and condition of the property during the tenancy.

Ideally it should be produced by the same person who undertook the check-in, although this will not always be practicable. A properly completed report provides an accurate description that by comparison with the check-in report will clearly identify any matters that are the tenant’s or landlord’s responsibility.



Condition vs. cleanliness.

These are not the same thing. A check-in report that only considers the condition of the property does not establish the standard of cleanliness at the start of the tenancy. Whilst the check-out report may list cleaning issues at the end of the tenancy, if the check-in report comments only on condition, an adjudicator will be unable to determine if the property’s cleanliness had deteriorated during the tenancy.





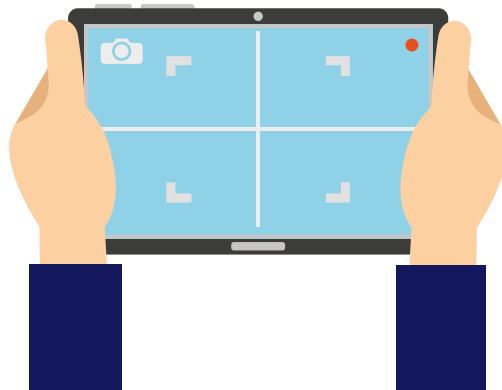
How much detail should go into check-in and check-out reports?

- ✓ The check-in report should describe the property and its contents in high detail. This is best achieved by providing a general description of the property and its contents, provided together with an opening summary of the overall standard of cleanliness and condition.
- ✓ The main body of the report should comprise a more detailed description of each room starting at the main entrance and working logically through the accommodation on each floor.
- ✓ Photographs should be used to supplement the written word. Guidance on the use of photographs is given in the following section.
- ✓ Where things like appliances are mentioned, it can be useful to record makes and models (essential for checking that the same item has been left at the end of the tenancy), which will also help in assessing costs for replacement or compensation where items are damaged.
- ✓ The garden or outside space, including any driveway, boundary fencing, garage or outbuilding to be included in the tenancy, should also be listed and the condition noted. It is surprising how often the outside of a property seems to be overlooked, or added almost as an afterthought.
- ✓ Utility readings should be recorded including the level of any oil tank with a photocopy or photograph of all the keys provided. Remember to record the location of utility meters – including their serial numbers – and stopcocks/isolation switches.
- ✓ Wording such as ‘professionally cleaned’ or ‘cleaned to domestic standard’ are preferable to coded abbreviations or a numbered scale. Descriptions such as ‘bright and breezy’ or ‘sparkle clean’ are not considered useful and are best avoided!
- ✓ A check-out report following the same format as the check-in report, or one that combines both the check-in/check-out comments on each page, provides a more straightforward means of comparing the condition of the property. Once again, an opening summary of the standard of cleanliness and condition provides a useful overview of the property at the end of the tenancy. Utility readings and oil levels should be recorded and keys checked off.

What about photographs?



A well written check-in and check-out report provides a level of detail and understanding that is hard to match by reliance on other methods such as photographs or video alone. An album of photographs or a lengthy video of a property can be relatively easy to produce but may be of limited use in resolving a dispute in the absence of a written report. We consider that photographs are best used as an addition to, not a substitute for, the written word.



Advantages

- ✓ Photographs provide an excellent overview of a property.
- ✓ They can show the condition of a garden.
- ✓ Photographs highlight any unusual items, such as ornaments and antiques, and record marks, scratches and damage, although this can be difficult to do well.



To be considered useful as evidence, photographs should be of a high quality and are best embedded into the check-in/check-out report. We recommend that reports are completed as locked PDF documents, with all photographs dated digitally.

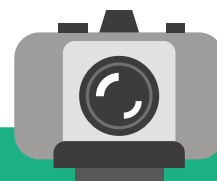
If presented separately, photographs should, ideally, be clearly signed and dated. An adjudicator will want to be satisfied that the photographs are of the property in question, and when they were taken.

Photographs are most useful as supplementary evidence when used to provide a 'before and after' comparison of, for instance, a garden or to show the extent of damage to a floor covering, item of furniture or kitchen worktop.

Remember that photographs will be affected by the time they are taken, available lighting, and weather conditions. Consider these factors before deciding when to complete a check-in or check-out report.

Disadvantages

- ✗ It is not possible to photograph every aspect of a property, so photographs are unlikely to be a substitute for the written word.
- ✗ Photographs are not always a helpful indicator of issues such as cleanliness, dirt or dust.
- ✗ If not photographed properly, it can be difficult to show scale or perspective.
- ✗ Digital photographs can easily be altered and there may be concerns over their reliability.
- ✗ They cannot identify odours in the property, such as those caused by pets and smoking.



When should check-in and check-out reports be produced?

Check-in and check-out reports provide a snapshot of the property at the time they are compiled. To be reliable as evidence, both the check-in report and the check-out report must be 'contemporaneous' – this means they must be produced at the same time as the start and the end of the tenancy.

If there is a large gap in time between when they are produced, this will leave room for argument about how accurate the reports are. This is because a property might become dusty in the interim, or the garden may become untidy. Mould can start to appear where a property is closed up and unventilated. We have even seen cases where parties are held, or friends and family use a property when it is empty!

The check-out report should provide by comparison an accurate view of the cleanliness, contents and condition of the property at the end of the tenancy. To be considered reliable the report must be undertaken as soon as possible after the end of the tenancy. Ideally this will be on the last day of the tenancy after the tenant has vacated fully. Check-out reports need to be completed before any cleaning or remedial works are carried out.



Remember to think about how you will demonstrate to an adjudicator that the tenant agreed to the contents of the report. As noted above, this can include a signed copy of the report – or a declaration that it will be taken as agreed if no discrepancies are raised – but can also include an exchange of emails confirming any agreed amendments to a report. If the adjudicator has any doubt in their mind that the tenant has seen and agreed the contents of a report, they will assume that they have not!

It is also best practice to include a similar clause in the tenancy agreement setting out the tenant's obligations in relation to the check-in report.

It can be useful for the tenant to be present at check-out – although this is not essential or required in law. Some landlords/agents find it useful to meet with their tenants shortly before they leave the property in order to remind them of their obligations and agree any items that need attention before the tenants leave. This can help avoid problems later. Reports of such inspections, together with any inspections completed periodically during the tenancy, can be helpful to the adjudicator.

Agreeing the contents of the check-in and check-out report

A tenant usually demonstrates their acceptance of the contents, cleanliness and condition of the property at the start of the tenancy by signing and dating the check-in report. Ideally, the tenant should be present at the check-in, although this is not always possible or practical.

As an alternative, tenants are often given the report on the understanding that any alterations are notified to the agent/landlord within a set period of time - this is typically seven days.

Failure to respond within the timescale set is normally considered to be acceptance by the tenant of the accuracy of the report at the start of the tenancy. However, any comments or amendments that are made by the tenant should be noted clearly and confirmed by the landlord/agent as agreed. The check-in report should be duly updated with a copy retained by each party.

Whichever approach is taken, it is vital to explain to the tenant how this process will work. This can be achieved, for example, by a clear explanation included in the check-in report, which the tenants signs by way of acknowledgement. Examples are given below:



This report has been prepared on the basis that in the absence of comments an item is free from obvious damage or soiling. You should check the report thoroughly.

Any queries or discrepancies relating to the description(s) or contents in this report must be addressed to [name/organisation] within 7 days of you receiving this report.

If we do not hear from you in writing within this period, we will assume you agree that this report is an accurate representation of the cleanliness and condition of the property and its contents.



I hereby confirm approval of the accuracy and contents of the information contained within this report and my responses (if/where provided). I have also read, understood and agree to the disclaimer information contained within this report.

I hereby confirm that the test function button of any smoke and carbon monoxide alarms/detectors (where present) in my property are/were in working order (alarm sounds when pressed) at the start of my tenancy.

I also understand that it is my responsibility to ensure that any smoke or carbon monoxide alarms/detectors are tested and batteries replaced (where required) during my tenancy. Furthermore, in the event any such alarm/detector becomes faulty, I will inform my landlord or managing agent with immediate effect to arrange a replacement.

Betterment

In making a claim for tenancy deposit deductions, a landlord is not entitled to betterment.

In simple terms, this means a landlord is not entitled to benefit from an improvement or enhancement in value of the property at the tenant's expense unless this had been specifically agreed beforehand. Clearly, a landlord would benefit if an award was made on a 'new for old' basis. Allowance must therefore be made for the age of an item at the start of the tenancy, the length of the tenancy and the usual life expectancy of the item.

By way of a simple example, if a landlord was to claim for the replacement of a carpet that was ruined by a tenant halfway through its life, the landlord's loss will at best be for half the cost of its replacement. Conversely, a small mark to a carpet that did not affect its future use/lifespan, and which is not visually significant, may only justify a small award of, say, £50.00 to reflect the damage caused.

Some examples:

- Soiling to a carpet is not wear and tear but discolouration due to age could be;
- An iron burn or tear to a carpet is not wear and tear but fraying due to age or poor fitting could be;
- Limescale to a sink, residue in a washing machine soap dispenser, or blackening of door seals on appliances are not wear and tear;
- Discolouration or water damage to a shelf under a sink is unlikely to be wear and tear if the tenant has failed to report the issue or taken steps to avoid it getting worse.

Tenants are expected to return the property at the end of the tenancy in a similar condition to that at the start, with allowance made for fair wear and tear. The level of wear and tear to be expected in a rental property is generally higher than that expected in an owner occupied property, due to the more frequent change of occupants. A tenant may not therefore be held responsible for deterioration to the property (other than for cleaning) caused by their reasonable use.

Fair wear and tear can be defined as the level of deterioration that a landlord might reasonably expect a tenant to cause through their everyday normal use of the property over the period of the tenancy. In making a claim for tenancy deposit deductions, landlords must allow for this deterioration, which is not the fault of the tenant.

Reasonable everyday usage will be determined by such factors as the length of the tenancy, the different parts of the property and the quality of the property or its contents. The nature of the tenancy will also be relevant. For instance, a greater allowance should be made for fair wear and tear if a property is let for several years to a family with young children and pets than for a six month let to a single person working full time. Likewise, the level of wear and tear to be expected to the decorations in a hallway, kitchen or bathroom will be greater than in say a bedroom or study. The level of wear and tear to be expected to a carpet will depend both on its location and on its quality. However any damage that is deemed to be beyond the scope of the tenant's reasonable everyday use is unlikely to be considered as fair wear and tear.

Product Lifespans

TDS provides its own guidance on product lifespans. There are so many varying factors such as the size of the property, the number of occupants, the quality and lifespan of the property and contents - each claim must be considered on its merits and no two cases are ever the same.

Notwithstanding these guidelines, agents and landlords are advised to keep details of an item's age, cost and quality when new. This type of evidence can show that products can be expected to last longer, and justify a higher deduction from the tenancy deposit. Product warranties or guarantees will also be useful. Without this, the adjudicator is likely to base their calculations on a medium quality replacement item.

Explain your claim

When making a claim for tenancy deposit deductions for damaged items, we also recommend explaining the logic behind your claim. This is as important to a tenant as it is to the adjudicator. For example:

- The lounge carpet has been left with a significant red wine stain in the centre of the room, which was not present at the start of the tenancy.
- An invoice for the original supply and fitting of the carpet is enclosed. This invoice includes a guarantee that the carpet was suitable for heavy domestic use for up to 10 years.
- I have attempted to clean the stain using a professional carpet cleaning contractor. Their invoice is enclosed – this confirms that a full clean costing £x was attempted but the stain could not be removed. I am claiming the cost of this failed attempt at cleaning the carpet from the tenant's deposit.
- At the end of this tenancy, the carpet was 4 years old. Given that it was reasonable to expect it to last for 10 years, I am also claiming 60% of the cost of the carpet as I am having to arrange its replacement 6 years early due to the damage caused.

Who, what, when and where?

Start the report with a cover sheet confirming the following headline details. A photograph of the property itself can also be useful:

A clear title explaining the purpose of the report

for example:

“Inventory, check-in and schedule of condition”

“Updated inventory after check-out”

Property address

Make sure that this matches the tenancy agreement details.

A brief description of property

for example:

“Three bedroom unfurnished flat”

Date of report

This is the date that you are using as a reference point to record the contents, cleanliness and condition of the property at either the start or end of the tenancy.

Author of report

Who has produced the report: letting agent, inventory clerk, landlord?



Inventories

INVENTORY, CHECK-IN AND SCHEDULE OF CONDITION



Property address

1 The High Street
Chigley
CH1 2GL



Property description

Three bedroom unfurnished flat



Date

6th June 2018

Weather conditions

Bright and sunny

This report has been prepared on the basis that in the absence of comments an item is free from obvious damage or soiling. You should check the report thoroughly.

Any queries or discrepancies relating to the description(s) or contents in this report must be addressed to [name/organisation] within 7 days of you receiving this report.

If we do not hear from you in writing within this period, we will assume you agree that this report is an accurate representation of the cleanliness and condition of the property and its contents.

PROPERTY SUMMARY

General	This three bedroom unfurnished flat appears as new.
Property occupied?	No.
Furnished?	No.
Decorative order	This property has carpets which appear as new. There are no visible marks or defects noted to the woodwork, walls, and ceilings.
Cleanliness	Cleaned to a professional standard except where noted, as per cleaning invoice provided.
Tenants present	Yes.
Length of tenancy	3 years, 4 months.

Inventories

1 Inventory Lane, Inventory, 1NV T0R
email@inventories.com

Setting the scene

An opening summary is a useful way of setting the scene for a property. This can include summary descriptions for things like:

Overall condition

for example:

“This one bedroom unfurnished flat appears as new.”

Cleanliness

for example:

“Cleaned to a high standard, except where noted.”

Decorative order

for example:

“The property is decorated to a high standard, except where noted.”

Tenants present

It is useful to know whether the tenants were present for the check-in or check-out inspection.

Length of tenancy & number of occupants

Although it might seem obvious, it's useful to include a simple statement in a check-out report to show how long the tenancy has lasted e.g. “3 years, 4 months”. The number of occupants also has a bearing upon ‘fair wear and tear’.

for example:

“3 adults and 2 children (aged 2 & 10).”



Contents of the report

A contents table or page is really useful as it saves the reader a lot of time when searching for specific items. Remember to include things like:

Glossary	This should explain terms referred to in the report that may not be easily understood.
Disclaimers	This is an explanation of the terms and conditions under which the report has been prepared.
Cleanliness	Although by no means compulsory, it can be useful for the report to summarise all cleanliness issues in one section rather than under each specific area of the property. Remember that this is a vital part of the check-in report/schedule of condition (not the inventory).
Utilities	This is a section of the report that details the utilities and meters or communal meters at the property. Include any oil tank measurements/readings too.
Keys	This is a section of the report that details the keys at the property.
Alarms	This is a section of the report that details the alarms at the property.
Appliances tested	Although by no means compulsory, it can be useful for the report to deal with the testing of any appliances in one section.
Description of each area of the property	This is a more detailed description of the cleanliness and condition of each area of the property and its contents – both internally and externally. These descriptions supplement the brief introduction given in the opening summary.
Additional guidance notes	Although by no means compulsory, it can be useful for the report to include some additional guidance for the parties.
Additional photographs	A number of the reports we see include a section with additional photographs at the end of the report. Ideally, we prefer to see these included in the particular section of the report to which they relate, labelled to indicate what they are intended to show.
'Secret' photographs	<p>In some of the disputes presented to TDS, we receive additional photographs taken at the same time as the check-in or check-out report, but not included within it. These are often intended to add extra detail or weight to a claim that is being made.</p> <p>The adjudicator is unlikely to be able to take into account additional photographs that do not form part of the report itself.</p>

It is important to detail any particular jargon/terminology used in reports.

We recommend that abbreviations are not used. They are not always used consistently and it can be necessary to refer back and forth within the document to understand what is being said.

A glossary can also be useful to set out the descriptions used in a report, much like a checklist, to ensure that only these terms are used and they are used consistently.

Whilst a glossary can help with understanding the manner in which cleanliness or damage is recorded, this does not replace the need to include specific descriptions for each item, or area of the property.

An example of a glossary of terms is given below.



Inventories

GLOSSARY OF TERMS

Condition

Very poor

Extensively damaged/faulty.
Examples: large stains, torn upholstery, very dirty.

Poor

Extensive signs of wear and tear.
Examples: stains, marks, tears, chips.

Fair

Signs of age.
Example: small stains or marks, light discolouration.

Good

Generally lightly worn.
Example: Slight signs of wear.

As new

Immaculate.

New

Recently installed, purchased or decorated
(with supporting invoice).

Cleanliness

Very poor

Not cleaned.
Requires cleaning to a good or excellent standard.

Poor

Dusty or dirty.
Requires further cleaning to either a good or excellent standard.

Fair

Evidence of some cleaning but dust or marks still present.

Good

Item clean and no signs of dirt/soiling.

Excellent

Immaculate, fully clean and dust free.

Disclaimers

These form an important part of the report, and explain the basis on which it has been prepared. In our experience, these statements can often be too ‘legalistic’. Keep them brief, clear, and easy to understand.

The types of disclaimer which we most commonly see, and which are helpful to the process, include the following examples:

- ✓ An explanation that the report records the condition and cleanliness of the property and its contents.
- ✓ A statement that the report is not a building or architectural survey and the author of the report is not a qualified surveyor/architect or expert in fabrics, woods, materials, antiques, paintings etc.
- ✓ The starting assumption used in the report. Make sure that the report makes specific reference to both cleanliness and condition, since they are not the same thing.

For example:

“This report assumes that items appear as new, except where noted”

“All items are cleaned to a professional standard and are free from damage or defects save where stated”

- ✓ Where this type of starting assumption is made, it is also sensible to state that if any individual item is free from soiling, fault damage or odour, then no comment is made against it.

For example:

“This report has been prepared on the basis that if any items are free from any soiling, odour, fault or damage, then no comment is made against them”

- ✓ Confirmation of any areas of the property that have not been inspected (e.g. attics, locked rooms, garages, storage). The report should explain that areas obstructed from view have not been recorded.
- ✓ Guidance on whether any contents, furniture, rugs or appliances are moved during the inspection – if this is not done, say so and explain that the inspection is limited as a result.

- ✓ Explain the extent to which gardens and external areas are inspected and recorded. Commonly this will be for general condition only and will not include an itemised list of plants and shrubs.
- ✓ Are windows tested or not? Commonly, reports will comment on general appearance but not test windows for function or security purposes.
- ✓ If any testing is carried out to electrical appliances or fittings, it is sensible to confirm that these are for power only. Explain that this does not mean the items are tested fully, nor that they are in full and safe working order. Any further observations or reports of defects should be limited to physical appearance.
- ✓ Confirmation that it is for the agent/landlord and tenant to agree the contents of the report.

NOTE: Appendix 1 of this guidance includes an indicative list of the types of issues it can be useful for a disclaimer section to include. Each report will need to reflect your own specific requirements as well as any relevant terms of business.



Property cleanliness

- ✓ Include an overall summary description of cleanliness.
- ✓ Make sure that the report includes additional statements describing cleanliness for specific areas - do not rely solely on the summary description.
- ✓ Over 60% of TDS disputes involve cleaning, so having a clear understanding of cleanliness at the start and end of the tenancy is critical. A starting assumption supplemented with specific detail for specific areas is most useful.
- ✓ References to items being “new” or “professionally cleaned” need to be supported by an invoice reflecting this, with suitable cross-reference included in the check-in or check-out report.

Tip: some check-in reports also refer to whether any receipts for cleaning have been seen at the start or end of the tenancy for things like general cleaning, carpet cleaning, curtains etc. Having this additional information alongside the check-in can be helpful to explain the particular cleaning completed and the cost incurred.

An example of a cleaning summary is shown below

Item	Clean	Cleaning required
Ceilings	No	No
Flooring	Yes	Yes
Woodwork	Yes	Yes
Lighting	Yes	Yes
Curtains/blinds	Yes	Yes
Soft furnishings	None	None
Windows – interior	Yes	Yes
Windows – exterior	No	No
Radiators	Yes	Yes
Switches and sockets	No	No
Kitchen	No	No
Appliances	Yes	Yes
Bathroom	Yes	Yes



Utilities

- ✓ List utility supplies and their meters by type. Remember that this may include communal meters and meters on oil tanks.
- ✓ Record all relevant meter readings (including oil levels, if relevant) for the date on which the report is completed - in addition take a photograph of the meter showing the reading.
- ✓ Other things that it is useful to record include the meter's serial number, where it is located in the property, whether key access is needed, and the details of the utility supplier currently serving the property. Is the meter individual to the property or is it communal?
- ✓ When considering utilities, it can also be useful to record stop cocks and isolation switches, details of the utility/service to which they relate, and their location, again with accompanying photographs.

An example of utilities and meter readings details are shown below.



Inventories

Electric meter	
Meter reading	00007529
Serial number	XYZ1234
Location	Hallway cupboard
Key access	No
Utility supplier	Chigley Power Co

Water meter	
Meter reading	25698941477
Serial number	DEF91011
Location	Meter cupboard front of property
Key access	Yes
Utility supplier	Chigley Water Co

Heating meter	
Meter reading	35cm from bottom of tube
Serial number	ABC5678
Location	Oil tank in garden
Key access	No
Utility supplier	Unknown

Stop cocks and fuse box	
Water	Next to meter
Gas	Next to meter
Fuse box	Hallway cupboard



Keys

- ✓ List all keys for the property.
- ✓ Record which door or lock each key relates to.
- ✓ Record how many of each key is supplied to the tenant and returned at check-out.
- ✓ Take photographs of all keys, labelling each key shown.
- ✓ Some high security locks have keys or cards with individual serial numbers. These should be recorded to ensure that the specific key or card supplied is returned at tenancy end.
- ✓ Remember that 'keys' can include security/access cards and fobs, as well as traditional keys. This might include access to parking areas together with car parking permits, as well as access to the property itself.

An example of key details is shown below.



Inventories

KEYS

Quantity	Type	Location
2x	Communal door fob	Handed to tenant
1x	Front door security deadlock type serial number A12345	Handed to tenant
8x	Window key	In all windows
1x	Gas meter	In kitchen drawer
1x	Post-box	On hallway shelf

Alarms and detectors

- ✓ List all alarms for the property.
- ✓ Record their type and location.
- ✓ If manuals are provided, record these too.
- ✓ Record whether the alarm was tested and whether it was working.
- ✓ Remember to include photographs of all alarms.

Tip: Alarms can be listed separately in each room/area detailed for the property, but it is often easier to put these together in one section. It can be easier to find within the report and can mean similar types of claim (e.g. broken alarms, batteries not replaced) are dealt with together.

- ✓ Include a reminder to the tenant that any power test for alarms relates to the date of the report; thereafter the tenant will be responsible for checking they work on a regular basis (at least monthly).

An example of alarm and detector details is shown below.



Inventories

SMOKE AND CARBON MONOXIDE ALARMS

Type	Location	Manual present	Tested for power
Smoke/fire	Hall/reception	Not seen	Yes, working
Carbon monoxide	Kitchen	Yes	Yes, working
Security alarm	Next to front door (keypad in hallway)	Yes	Yes, working

Appliances tested

- ✓ List appliances in the property.
- ✓ If possible, include make, model and serial number.
- ✓ If manuals are provided, record these too.
- ✓ Remember to include photographs of all appliances.

Tip: when taking photographs of appliances, remember to take photographs of their interior (e.g. fridges, freezers, ovens, grills, extractor hoods). For things like washing machines and dishwashers, remember to show seals and powder drawers too. These photographs will help with claims for cleaning costs.

Tip: Some check-in reports will indicate whether appliances have been tested for power. This can be helpful, but the extent of any testing done should be spelt out (perhaps in the 'Disclaimers' section of the report). We would normally expect this to include checking to see that a fridge or hob turns on, but would not expect this to include a full functional check.

An example of utilities and meter reading details are shown below.



Inventories

APPLIANCE LIST

Appliance	Make	Model	Serial number	Manual present	Tested for power
Boiler	Ariston	AR583	25984456	Not seen	Yes, working
Hob	Zanussi	SM123Z	2425893	Yes	Yes, working
Cooker hood	Zanussi	SM456Z	424884	Not seen	Yes, working
Oven	Zanussi	SM999X	4757757	Yes	Yes, working
Washing machine	Zanussi	J3456	Not seen	Yes	Yes, working
Fridge freezer	Zanussi	J6789	Not seen	Not seen	Yes, working

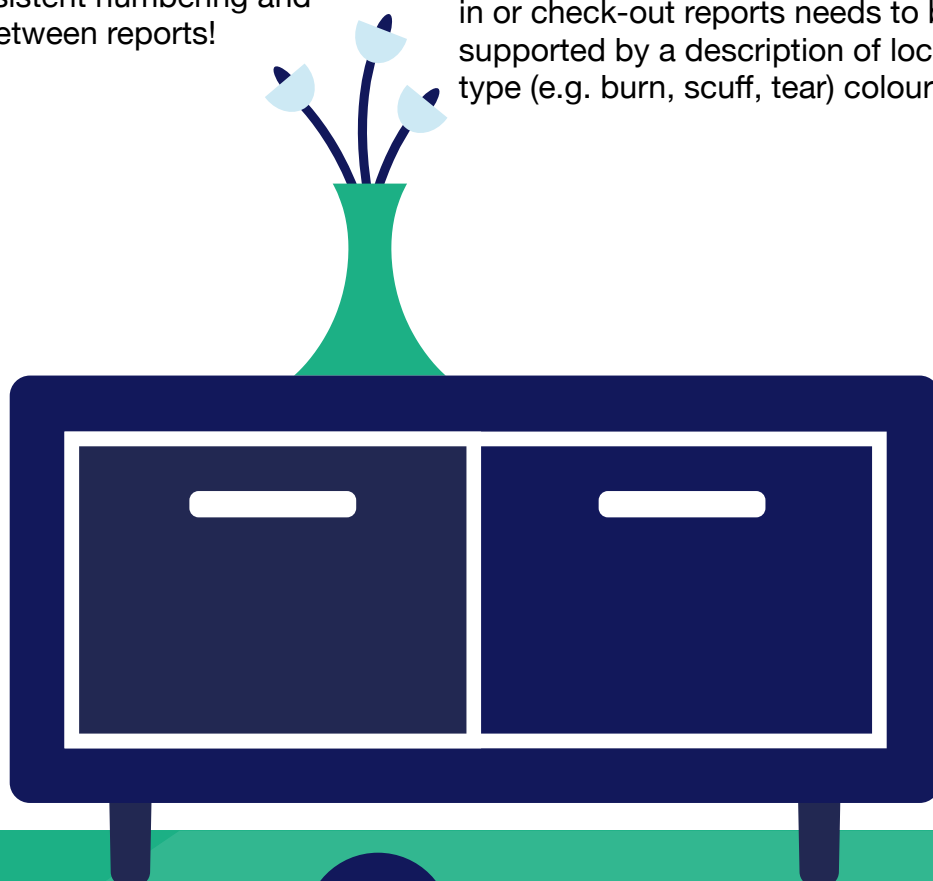
Descriptions of specific areas of the property

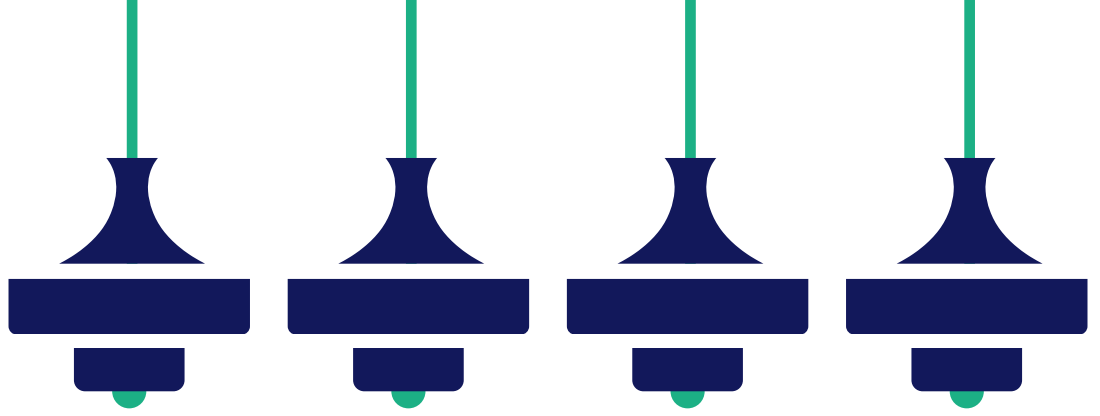
Rooms

- ✓ It is more helpful – and avoids ambiguity – if rooms are firstly numbered (e.g. “Reception room 1”, “Bedroom 1” etc), and then described by type or location (e.g. “Front-facing left hand side”) in order to supplement their location and use.
- ✓ In the above example, consider whether it is necessary to give further explanation – for example, from which perspective is the left hand side?
- ✓ When describing walls within rooms, adopt the same approach for each room and a logical order (for example, rear wall, left hand wall, facing wall, right hand wall, ceiling, floor).
- ✓ Check for consistent numbering and descriptions between reports!

Decoration

- ✓ Marks or damage to decoration and floor coverings need to be photographed and described to explain the specific issue. Close up photographs also need to include a measure of scale (e.g. tape measure or an object of known size such as a pen). It is also useful to photograph and/or explain the impact of the damage on the room overall (for example, did a mark to a carpet dominate a room or was it modest, and of limited visual impact?).
- ✓ Adjudicators sometimes struggle to identify how many walls are affected by scuffs, marks, damage or wear and tear. Be sure to make clear for each room how many walls are affected and what the issue was.
- ✓ Damage or deterioration noted in check-in or check-out reports needs to be supported by a description of location, type (e.g. burn, scuff, tear) colour and size.





Lighting

For each area/room in the property, we recommend recording:

- ✓ How many lights there are (e.g. “5 spotlights”)
- ✓ Where these lights are located (e.g. “ceiling mounted”)
- ✓ How many light bulbs are present (e.g. “all bulbs present”)
- ✓ What type of light bulbs they are (e.g. “LED”, “halogen”)
- ✓ Are light bulbs working? (e.g. “all in working order”)

Photos

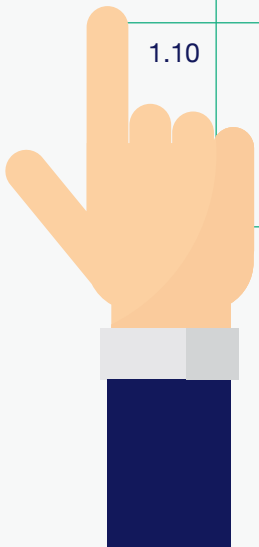
- ✓ We prefer to see a series of photographs included for each section of the report e.g. front door and entrance hallway, bedroom one, kitchen etc.
- ✓ Ideally, photographs should be labelled with the reference number of the verbal description to which they relate.
- ✓ Photographs should be labelled to explain what each is intended to show e.g. “heavy usage marks, chips, and rubs to skirting”.
- ✓ Where updating a check-in report to include check-out details, be careful to ensure that it is very clear which photographs are taken at check-in and check-out.
- ✓ Some photographs can be difficult to interpret in isolation e.g. a photograph of a mark to a wall or a stain to a carpet. Remember to include a size indicator in the photograph – a tape measure, pen or other object of a known size.
- ✓ Remember to include overview photographs of rooms as well as specific close ups. When dealing with, for example, a stained carpet, it is helpful to have an understanding of how serious it is, where it, and its overall impact on the property.
- ✓ Remember to include overview photographs for the exterior of the property, including garages, outbuildings and gardens.



Inventories

HALLWAY

Ref	Item	Description	Check-in
1.1	Front entrance door	4 panelled white satin door Brass Yale lock Brass letterbox flap & pull/knocker to external surface	Clean, working order, small scuff to lower internal surface Intact, tarnished Intact, tarnished
1.2	Door frame	White gloss painted frame	Clean Heavy usage marks, overpainted light defects
1.3	Ceiling	White emulsion painted plaster	Clean Light settlement crack
1.4	Wall 1 (left hand side wall)	Magnolia emulsion painted plaster	Clean Intact, few minor scuff marks at low level
1.5	Wall 2 (right hand side wall)	Magnolia emulsion painted plaster	Clean 4 old fixing holes at high level with surrounding rub marks
1.6	Radiator	White metal wall mounted radiator	Clean Paint flaking and rusting
1.7	Woodwork	White gloss painted skirting	Clean Heavy scuff marks, chips and rubs
1.8	Flooring	Dark stone colour carpet	Clean Intact, worn to walkway with faded areas
1.9	Lighting	4 ceiling mounted halogen spotlights	Clean, intact, no defects Working order with 4 bulbs
1.10	Sockets and switches	1 brass effect single dimmer switch 1 brass effect double socket	Clean, intact, working order Clean, intact, not tested



Additional guidance

This part of the report can include additional notes – for example, a check-in can explain things that a tenant should be aware of to avoid problems at the end of the tenancy.

NOTE: Appendix 2 of this guidance includes an indicative list of the types of issues it can be useful to cover. Each report will need to reflect your own specific requirements, as well as any relevant terms of business.

General guidance

It can be useful for this to cover things like:

- ✓ The tenant must be ready to return the property, its contents, and all keys at the time of the check-out inspection.
- ✓ Items must be returned to their original position as shown in the check-in report.
- ✓ The property and its contents must be returned in a similar condition and cleanliness as the tenant received them.
- ✓ All keys must be available and labelled/clearly identified.

Guidance on cleaning

Over 60% of tenancy deposit disputes dealt with by TDS involve disputes over cleaning. To help prevent these, it can be useful for check-in reports to remind tenants of their obligations:

- ✓ Property and contents to be cleaned to a professional standard for the check-out inspection (unless alternative arrangements have been agreed with the agent/landlord).
- ✓ If the tenant has paid for this cleaning to be done by professional cleaning and carpet cleaning companies, it is useful for the tenant to present receipts for this at check-out.
- ✓ Deductions may be claimed from their tenancy deposit if cleaning has not been completed to the required standard.
- ✓ Where cleaning cannot solve a problem e.g. carpet burns or staining, tenancy deposit deductions may be claimed to reflect the damage caused or contribute towards replacement.

Guidance on decoration

- ✓ Scuffs and marks to woodwork and walls/ceilings should be washed down at the end of the tenancy.
- ✓ A tenant may face deductions from their tenancy deposit if these scuffs and marks cannot be removed by cleaning and are excessive.
- ✓ This means that they are more than would normally be expected as a result of normal day to day use.
- ✓ Examples of chargeable items might include hooks and nails in walls, pencil or crayon marks, tears to wallpaper, excessive damage to walls and woodwork.

Guidance on gardens

- ✓ Unless a landlord has employed a gardener, tenants will normally be responsible for maintaining the garden.
- ✓ This includes cutting lawns, weeding flower beds and sweeping up grass cuttings and dead leaves.
- ✓ It can include pruning bushes and shrubs but the tenant should confirm this with the agent/landlord beforehand.
- ✓ A tenant may face deductions from their tenancy deposit if the garden is untidy and is not returned in a similar condition as at the start of the tenancy.
- ✓ The tenant is not responsible for seasonal variations (e.g. less green growth and flowers in winter).



Comparison between check-in and check-out

The same general principles referred to in this guide for preparing check-in reports will apply to the check-out report at tenancy end. That said, there are some cardinal points to remember.

- The reader of the report needs to be able to understand easily what has changed at the end of the tenancy. This is as true of a landlord, agent or tenant reading a check-out report as it is for a TDS adjudicator.
- The purpose of the check-out report is to identify obvious or significant discrepancies in the property's contents, cleanliness and condition. Tenants will not be responsible for fair wear and tear, which must be assessed on the length of the tenancy and the type of occupancy.

Are you updating the check-in report as a single document?

In an ideal world, having “easy-to-compare” check-in and check-out comments in the same document is by far the neatest solution.

- ✓ Make sure that the updated report makes clear the date that it was produced, and the date of the original report.

For example:

“Inventory completed 5th September 2017.

Check-in completed 26th October 2017.

Check-out completed 13th January 2018.”



Inventories

All items have been checked against the inventory dated 5th September 2017 and check-in report dated 26th October 2017.

Ref	Item	Check-in	Check-out
1.1	4 ceiling mounted halogen spotlights	Clean, intact, no defects Working order with 4 bulbs	Bulbs not working

Are you producing a separate check-out report?

It is not always possible to update the check-in report as a single document. If producing separate reports, think about how easily the reader will find it to compare the two different documents.

- ✓ Include a statement about which document the check-out report has been assessed against.

For example:

“A previous inventory check-in and schedule of condition dated 6th June 2018 prepared by [name of report author] was used as a comparison to compile this check-out report.”

- ✓ Check what the style and format of the check-out report will look like. It is going to be more difficult to make comparisons about what has changed during the tenancy if the two reports are very different to look at and understand.

Who is responsible for what?

Some check-out reports will state factually what has changed between check-in and check-out.

Ref	Item	Check-in	Check-out
8.9	Wooden curtain pole	Clean Intact, worn with use	Right hand end of curtain pole hanging loose from wall
			Further marks to pole

When presented with this type of comparison, the adjudicator will make their own assessment of whether this falls to the tenant or the landlord to make good.

Tenants can benefit from some more explanation to understand what this means for them. This can help when it comes to agreeing deductions from the tenancy deposit.

- ✓ Although it is not compulsory to do so, stating whether issues noted are damage or fair wear and tear can be helpful.
- ✓ Going even further and stating which items are considered to be the tenant's responsibility and which are a landlord's is particularly useful to both the reader of the report and the adjudicator.



Inventories

In the above examples, these indications should take account of the obligations contained in the tenancy agreement.

Ref	Item	Check-in	Check-out	Responsibility
8.9	Wooden curtain pole	Clean Intact, worn with use	Right hand end of curtain pole hanging loose from wall	Tenant cost
			Further marks to pole	Wear and tear

- If going this far, make sure that you are happy with the conclusions that the author of the report reaches. If the report states that something is considered to be fair wear and tear, or not the responsibility of a tenant, it will be difficult to convince an adjudicator to take a different view.
- Remember that reports can be produced by landlords, letting agents, and external inventory clerks. A report which states something to be the tenant's responsibility is likely to be less compelling to an adjudicator than one produced by a competent and impartial inventory clerk.
- ✓ Colour coding these observations, using easily understood symbols like 'ticks' and 'crosses' can also focus minds.



Inventories

Ref	Item	Check-in	Check-out	Responsibility
8.9	Wooden curtain pole	Clean Intact, worn with use	Right hand end of curtain pole hanging loose from wall	✗ Tenant cost
			Further marks to pole	✓ Wear and tear

Appendix 1 – Examples of Disclaimers

Important information to be read by all parties

The purpose of this report

This report is prepared as an “as seen snapshot” of the condition and cleanliness of the property and its contents at the time of the inspection.

This report will be used to compare the condition and cleanliness of the property and its contents at the start and end of the tenancy to which it relates.

What this report does not cover

Windows throughout the property have not been tested for function or operation.

Meters will be checked where the meter is clearly visible within the property or attached to an exterior wall at low accessible level. We will attempt to note the location of any visible stop cocks/safety valves. We cannot be held responsible for any discrepancies or issues with our readings. The utility companies must be asked to check any meter readings given or required.

Inaccessible areas: This report does not cover inaccessible locations such as loft spaces, cellars, locked rooms and high level cupboards; neither does it cover items which need to be unpacked. We will need instructions to check areas such as lofts, cellars, basements, front and back gardens, garages and sheds. Items in these areas which are not noted in the report are the sole responsibility of the landlord.

Heavy items: The inspector will not move heavy items or appliances, and therefore some observations in this report may be restricted where such items obstruct full view.

Mattresses: We will not lift any mattresses or be able to view in any way their undersides; this could miss any damage present.

Items that are fragile, valuable, or hazardous to health: We reserve the right not to handle or move items deemed to be fragile or valuable. In addition, we reserve the right not to handle items that may be of a health hazard and to generalise/summarise on such items deemed to be unsuitable for further inspection.

Other points to note

- We will attempt to note all or any present odours; senses of smells will vary and so the accuracy of this is not something we can be held accountable for.
- Where inventories are completed with tenants in situ and it is difficult to differentiate between that belonging to the landlord or tenant, then the report may contain inaccuracies for which we cannot be held responsible.
- Any photographs taken may not reflect accurately the condition or damage as stated in our report as lighting and any other such conditions can greatly affect these images. Please use these images in connection with the written report.
- Please note, we cannot be held responsible for any errors, omissions or issues you may feel are contained within our reports. It is very important that any notes required within the report are raised at the time of the report being compiled.
- When a check-out inspection is completed, comparisons will be made between how the property has been left with the original inventory report taken at the start of the tenancy.

Disclaimer

This report has been prepared by an inspector who is not an expert in buildings, fabrics, furnishings, decorations, woods, antiques or a qualified surveyor. We do not comment on any structural defects and are not required to state whether an item is antique, made of precious metals, of unique origin, or whether it is new despite the appearance of being obviously so. No attempt has been made to value the property or any of its contents.

This report should not be used as an accurate description of each and every piece of furniture and equipment, or as a structural survey report.

This report relates only to the furniture and all the landlord's equipment and contents in the property. It is no guarantee, or report on, the adequacy of, or safety of, any such equipment or contents; merely a record that such items exist in the property at the date of preparing the report and the superficial condition and cleanliness of them.

None of the electrical boilers, gas fires, hobs, water supplies, fire alarms, radiators or gas appliances have been checked for working order. Should any of the electrical appliances, switches and sockets or anything else mentioned be tested for power or working order, it is absolutely no indication of its safety in any way. We are just stating the item or fixture is present, and its condition, at the time of this report.

Descriptions are purely based on the superficial appearance of windows, frames and locks. We can accept no liability arising from any failure of the windows or parts thereof to function properly at all.

We do not check gas or electrical appliances and give no guarantee with regard to the safety or reliability of such items. It should be noted that we are not required to inspect smoke or carbon monoxide alarms/detectors. Testing of the 'test functions' may occur, however, this is no guarantee, or report on, the adequacy of these alarms. It is merely a record that batteries were present (if tested) upon completion of this report.

Blinds and cord safety: All blinds etc. must have safe pull controls/cords. We will not be held liable for any controls/cords that do not comply, whether we have noted this or not. Overlong cords can cause a health and safety issue.

Fireguards: Where there are loose fireguards, not part of a heater, gas or electric fire, this may be stated in the report.

Furniture & Furnishings (Fire) (Safety) Regulations 1988 as amended 1993: Where we see a fire safety label, this does not mean that we are stating in any way that this item is suitable and complies with the above regulations.

Legionella: We do not, in any circumstance, look for signs of Legionella and will not in any way be held liable for such within any premises.

Smoke alarm/detectors & carbon monoxide alarm/detectors: It is the tenant's responsibility, or any other party such as the landlords or their agent, to inspect any smoke alarm/detector fitted in the property at regular intervals to ensure they are in full working order, as per the manufacturer's instructions. We are not responsible to check these. If we have checked the power or working order of such equipment, this does not mean in any way it is still functioning or working effectively after our checks.

Appendix 2 – End of tenancy information



Inventories

End of tenancy information – important information to be read by all parties

Tenants are required to return the property and its contents in the same cleanliness and condition as noted in the original inventory report (subject to the terms of your tenancy agreement and allowing for fair wear and tear). The following examples give an indication of what this means in practice.

At the check-out inspection, all items not belonging to the property/tenancy must have been removed and cleaning must have been completed.

Beds, mattresses, bedding and linen

All beds and their respective mattresses and bases will be examined thoroughly for stains and damage, where practically possible.

If any sheets, duvets etc. were provided these will need to be cleaned and pressed to the standard in which they were supplied at the start of the tenancy and left in the same locations as noted in the original inventory. Beds should not be made up at the time of the check-out inspection.

Deductions may be claimed from a tenant's deposit for the cost of cleaning, compensation or a percentage of the replacement cost in the event that any such items are soiled or damaged beyond that noted at the start of the tenancy.

Cleaning

Most managing agents and landlords will instruct professional cleaners if the property or its contents are not cleaned to the same standard as at the start of the tenancy. This cost will be claimed from the tenancy deposit.

Cleaning must be very thorough. This should include floors, walls, fixtures and fittings, windows/doors, woodwork, appliances, extractor fans, furniture, any linens and bedding, in all rooms and external areas that make part of the tenancy property.

Soiling is not considered to be 'fair wear & tear' (defined by the House of Lords as 'reasonable use of the premises by the tenant and the ordinary operation of natural force' i.e; the passage of time.)

Crockery, chinaware, kitchen utensils

These will be inspected for damage and cleanliness.

Items should all be thoroughly cleaned and in the same place as at the beginning of the tenancy, or it could be noted as missing.

If damage has occurred that is not considered as being consistent with 'fair wear and tear', compensation or replacement costs may be claimed from the tenancy deposit.

Decoration

Any excessive damage, marking, scratches etc. not present at the start of the tenancy, and which are considered to be beyond fair wear & tear, will be the responsibility of the tenant. This can include fixture marks including nails, screws and hooks in walls and furniture marks etc. Tenants should obtain express written permission (keeping a record) from the managing agent/landlord prior to putting nails, pins and other fixtures into walls and ceilings and should avoid the use of tac or tape.

Drains

These should be tested, free-running and without blockages.

Flooring

Flooring needs to be cleaned to the same standard as at the start of the tenancy.

Carpets should either be professionally cleaned or vacuumed including edges and corners, depending on the level of soiling and/or the terms of tenancy agreement. Receipts for professional cleaning should be given to the inspector at the time of the check-out inspection.

Hard floors require sweeping and mopping where necessary (in accordance with any specialist cleaning materials/advice provided by the managing agent/landlord).

A claim may be made against the tenancy deposit for soiling, marks, staining or damage that were not present at the start of the tenancy. This can include cigarette and iron burns. If flooring is badly damaged tenants, may be charged replacement costs.

Furnishings

All furnishings and equipment should be returned in the same cleanliness and condition as noted in the original inventory report (allowing for fair wear and tear).

Tenants should protect all furnishings during the tenancy, as damage can result in deductions from the tenancy deposit. This includes all marks, stains, scratches, loose joins, burns, ring marks, soiling or discolouration etc.

All furnishings and any equipment must be returned to their original position as at the start of the tenancy, or they may be noted as missing in the check-out report.

Excessive discolouring, which cannot be attributed to sun bleaching and/or wear and tear, may result in repair or cleaning costs being charged to the tenants. Discolouration due to smoke, staining, burns or tears to curtains may also incur costs.

Gardens and exterior areas

Most tenancy agreements state that the tenant is responsible for the maintenance of gardens and exterior areas such as driveways unless agreed in writing otherwise. This includes the cutting of lawns, weeding and maintaining the garden, paths, driveways, flowerbeds etc. according to the season. If the standard is found to be below the condition as recorded at the start of the tenancy (allowing for seasonal changes), tenants are often charged for work needed.

Keys

All keys from the beginning of the tenancy must be kept safe and handed back, clearly marked, at the check-out inspection. This includes any keys cut during the tenancy.

When keys get lost or are not returned, claims can be made from the tenancy deposit for replacement keys or possibly for the changing of locks.

Kitchen surfaces and sinks

Kitchen surfaces and sinks are often inspected for knife cuts, cup marks, scorch and burn damage. Using appropriate items such as chopping boards and surface protectors will help prevent damage.

Light Bulbs

These should all be replaced (on a like for like basis) and fully working if they were present and working at the start of the tenancy.

Odours

Any odours present in the property must be eradicated prior to the check out. These often include food and cooking smells, the smell of smoking, sewage smells, damp smells or the smell of any pets.

Rubbish

All rubbish and recycling should be completely removed from inside and outside the property. Failing to do this may incur a cost for removal/disposal.

The check-out process

At the beginning of the tenancy it is important for the tenant to note any specific discrepancies on the report that they do not agree with i.e. marks on walls, carpets, etc. Remember that if no such discrepancies are raised, the report will be deemed as a true reflection of the condition and cleanliness of the property and its contents.

A check-out report will be produced showing any changes in the condition and cleanliness of the property and its contents. This report is based on the information available at the time of the check-out inspection compared directly with the inventory. It must not be treated as a final statement of tenant responsibility. It remains the responsibility of the agent/landlord and tenant to agree any issues and/or deductions (if any) from the tenancy deposit.

Before the check-out report is created

Tenants should:

- clean the property and its contents to the same standard as at the start of the tenancy (depending on the terms of the tenancy agreement). Remember that no further cleaning is permitted once the check-out inspection has started.
- check that the garden and external areas are maintained to a similar standard as at the start of the tenancy.
- return contents to their original position (as detailed at the start of the tenancy); this includes stored or boxed items not used during the tenancy.
- remove all personal items from the property.

Agents/landlords should:

- inform the tenant(s) of the date and time when the check-out inspection will take place.
- give the tenants the opportunity to be present.
- advise the tenant what happens if the check-out inspection cannot be completed due to the tenant not being ready to vacate.



tenancydeposits



www.tenancydepositscheme.com



deposits@tenancydepositscheme.com



0300 037 1000