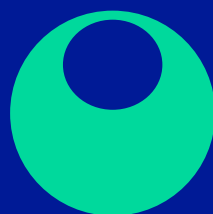




GARDEN MAINTENANCE IN RENTED HOMES

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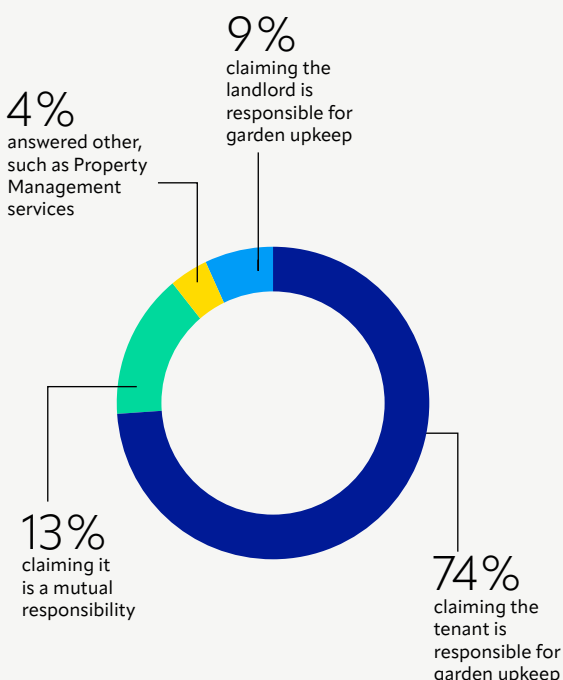
**TENANCY
DEPOSIT
SCHEME**

According to the latest [TDS Statistical Briefing](#), gardens are listed as one of the most common reasons for tenancy deposit disputes. With warmer weather around the corner and gardens about to spring back to life, many questions on the maintenance of gardens in rented properties may arise. When it comes to mowing the lawn and pruning the perennials, who is responsible, the tenant or the landlord? And who should cover the cost of a professional garden clean up? In this guide, we take a look at some of the most common issues around garden maintenance, reveal the statistics from our garden maintenance poll, and detail what landlords need to know when renting out a property with a garden.

GARDEN POLL INSIGHTS

Our TDS garden maintenance poll confirms that there may be confusion surrounding who is responsible for garden upkeep, with just 9% believing landlords are accountable and 74% claiming it's down to the tenant. 13% agreed that this is a mutual responsibility.

However, whilst 80% of landlords who answered confirmed that garden maintenance is recorded in the tenancy agreement, 20% do not, which could create confusion between the tenant and landlord if responsibilities are not clearly agreed upon in the tenancy agreement.



WHO IS RESPONSIBLE FOR GARDEN MAINTENANCE?

Much of the basic upkeep in a rental property garden tends to belong to the tenant, with most tenancy agreements usually stating that the tenant is responsible for keeping the garden clear of rubbish, mow the lawn, and maintain the garden to a reasonable standard. However, larger tasks such as cutting back trees or installing new fencing would not be expected to be performed by the tenant.

Ultimately, it's the law for landlords under [section 11 of the Landlord and Tenant Act 1985](#), to keep the structure and exterior of the property in good repair, therefore any major works or improvements required in the garden is likely to fall to the landlord, and day to day maintenance should belong to the tenant.

DOES YOUR TENANCY AGREEMENT HAVE A GARDEN CLAUSE DEFINING YOUR TENANTS RESPONSIBILITIES?

"Have you encountered damage to outside areas?"
39% of landlords said yes.

Standard AST's may not be comprehensive enough to fulfil a landlord's requirements when it comes to garden maintenance, therefore a tailored garden clause could help clear up the finer details and provide evidence in writing that the tenant is aware of their obligations, so landlords can protect themselves should a dispute arise. A good garden clause should:

- 1 Confirm that the tenant is responsible for basic maintenance as agreed by the landlord, such as cutting the grass, trimming the borders, and watering plants.
- 2 Inform how the garden can and cannot be used. Can the tenant plant their own flowers or add potted plants? Confirm it all in writing.
- 3 Advise that the garden should be left as it was handed over, at the end of a tenancy.
- 4 Highlight any garden responsibilities that lie with the landlord or maintenance company.

COMMON GARDEN DISPUTES Q&A

“If you encountered damage to outside areas, did you propose a deposit deduction?”
69% said yes.

39% of landlords who responded to our garden maintenance poll encountered damage to their property’s garden, with weeds and overgrown lawns being the top two causes of contention. Additionally, over two-thirds of landlords who had encountered garden damage decided to request a deduction from the deposit. We look at common garden disputes and how they would be dealt with by an adjudicator.

I hired a gardener as the tenant had let the garden get too overgrown. Can I charge the tenant for this?

When it comes to essential garden maintenance like mowing the lawn and pruning bushes, it depends on what is agreed in the tenancy agreement. However, the tenant will be required to return the garden back to its original state at the end of tenancy. For the cost of a gardener however, since the introduction of the Tenant Fees Act, Landlords cannot charge for the additional costs of a gardener during the tenancy, this falls under a prohibited fee in the legislation.

Top Tip: The best approach here is to communicate with your tenant and make sure they’re aware of their gardening responsibilities and perform mid-tenancy inspections to check they’re managing the garden upkeep.

My tenant has advised of a wasp nest that’s emerged in the shed, who is responsible for the cost of removing this?

Many tenancy agreements state that the landlord is the one responsible for removing pests from the property, which would include wasps. This means that if a wasp nest has developed inside or outside of the house, the landlord should remove it.

Top Tip: Even if the issue is not considered a major problem at the time, a neglected wasp colony could cause structural damage so it’s best to get it removed as soon as possible.

My tenant has made a lot of major changes to the garden including painting the decking and planting a vegetable patch, can I make a deduction from the deposit?

If a tenant would like to make changes to the garden (even making enhancements) they must get the landlord’s approval beforehand. If they do not do so, the landlord can make a claim for the garden to be returned to its original state. If, however, the landlord agrees to garden alterations, make sure it is all confirmed in writing.

Top Tip: A clear-cut tenancy agreement and good communication with your tenant confirming what they can and cannot do with the garden are key.



TOP TIPS FOR LANDLORDS TO AVOID GARDEN DISPUTES

Maintaining a garden can be a time-consuming task, however, a property with a garden is a desirable feature for many tenants.

Here are a few helpful pointers for looking after your rental garden, whether you are a natural green thumb or horticulturally hopeless!

- Try to create a low maintenance garden. Keep your garden simple and avoid adding too many elaborate features. Instead, choose simple designs and low maintenance plants.
- Be smart on who you let to. Long-term renters and families may be better positioned to look after a garden.
- De-weed and tidy up in-between tenancies to keep your garden looking its best. Many councils offer a home collection service for garden waste, check the website to see if your address is covered.
- Does your garden have a water feature? Make sure it's designed for easy maintenance, or consider removing it.
- Check the garden for safety. Do you have any loose paving stones or unstable fencing? Think about fixing to avoid any garden falls.
- Provide gardening equipment: If you want your tenant to look after the garden, it's worth the investment of supplying them with the right tools in order to maintain the garden. If not provided, the tenant will still need to keep the garden to a good standard.
- Update the inventory: Make sure you incorporate the garden into the check-in and inventory, not forgetting the shed, side garden, front garden, garage, or summer house.
- Take photos: Recording the status of each individual garden plant within the check in documents would be incredibly difficult, so ensure photos are taken before, during and at the end of tenancy to help enforce your documentation.
- A clear-cut tenancy agreement will help ensure your tenant is sure of their responsibilities.
- When undertaking a property inspection don't forget to take a look at all of your outside space and discuss any issues directly with your tenant.
- Remember to consider reasonable wear and tear for your garden, it would be betterment if the garden is in a greater condition at the end of tenancy.

FLAT WITH A BALCONY AREA?

City flats with a balcony can make the most of their outside space and help create a pleasant spot for your tenants; here's our mini guide to upgrading your balcony space with low-maintenance plants that requires little effort.

- Consider hanging baskets or vertical wall planters that brighten up the area and don't intrude on the minimal space.
- Think about self-watering pots with adequate drainage, or introduce a variety of colourful succulents that don't require much watering at all.
- If you'd like to cover up balcony railings, try some taller plants or lattice panelling for added privacy.
- Include a weather-resistant table and chairs such as a cast iron bistro set, being able to sit outside in warmer weather is an effective draw for tenants.

TOP TIPS TO PASS ONTO TENANTS

"Do you offer tenant guidance?"

54% of our garden maintenance poll said no.

Communicating expectations is the best way to ensure that the garden is well taken care of and [avoid disputes](#), making sure your tenant has a clear understanding of the terms of the tenancy agreement to help avoid deposit deductions. Here are a few helpful pointers to pass onto tenants:

- Check tenants have read the garden clause in the tenancy agreement thoroughly, and ask whether they need any clarifications on garden maintenance.
- Discuss any garden care they will need to cover, for example, regularly mowing the lawn, watering plants where necessary and keeping the garden tidy.
- If you have supplied garden tools for your tenants, advise to leave them locked away in a garden shed or safely indoors, leaving them in full view can heighten the chance of a burglary.
- If the tenant would like to make any changes to the garden ask for it all to be confirmed in writing, and never proceed without asking first.
- Remind them that the garden has to be left at the end of the tenancy in the same state as when the tenancy began.
- If the tenant notices any damage such as broken fencing, advise them to let you know immediately, so it doesn't become a bigger issue later down the line.



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