14 June 2024

FAIR WEAR AND TEAR OF A LEASED PROPERTY

Fair wear and tear refer to the deterioration of the leased property caused by normal, everyday use. Any damage caused by natural elements will also be regarded as fair wear and tear. The tenant and landlord need to agree on the state of the leased premises on commencement of the lease period by way of an incoming inspection, which will serve as reference point from which future wear and tear will be assessed. The tenant cannot be held liable for fair wear and tear as it is the landlord's obligation to maintain the property.

Damage to a leased property is defined as any deterioration caused by negligent or accidental destruction or damage to a property. This includes stains which cannot be removed, torn carpets, nails hammered into walls and painting the walls a different colour without the landlords consent. In the abovementioned examples the tenant has to rectify the damage or forfeit a part of his deposit in order for the landlord to rectify the situation.

At the end of the lease period the tenant must hand over the leased premises in the same condition in which it was received, with the exception of fair wear and tear. An outgoing inspection is done and the condition of the property at the end of the lease can be compared to the condition of the property as captured in the ingoing inspection report.

It is often difficult to ascertain whether the repair work is due to fair wear and tear or due to damage caused by the tenant.

Feel free to contact us for our pro forma lease agreement as well as a pro forma inspection report.