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## Property Inventories Wales

### Introduction

Landlords are legally required to provide information at the start of a standard occupation contract and often would be expected to provide an inventory of a standard occupation

contract-holders with a significant amount of occupation contract, for example, prescribed form of an inventory was previously optional in Wales and a "list of contents" quickly put together at the start

S27 Renting Homes (W.11) requires landlords to provide an inventory within 14 days of the occupation date unless the contract excludes the requirement for an inventory. Inventories only need to be provided if the property is furnished. An inventory must provide as much detail as possible and is deemed accurate if it is provided from the contract-holder within 14 days.

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Regulations 2022 – 2022 No. 23 requires landlords to provide an inventory within 14 days of the occupation date unless the contract excludes the requirement for an inventory. Inventories only need to be provided if the property is furnished. An inventory must provide as much detail as possible and is deemed accurate if it is provided from the contract-holder within 14 days.

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### 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 standard occupation contract. Landlords and agents often prefer to use an independent clerk or surveyor to provide evidence for adjudication where there is a deposit dispute.

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### What information should be included?

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### What should be included?

Inventories should detail the condition of the property and its contents at the start and their condition at the end of the occupation contract. Inventories should also include photographs. Landlords should consider appointing inventory clerks. Using an independent clerk or surveyor provides evidence for adjudication where there is a deposit dispute.

to recover the costs of the inventory. Preparation can be made by the contract-holder to identify absolute items, and to take photographs, for example.

Key errors identified in the contract deposit disputes on adjudication are that:

- inventories are not taken
- they do not list the items in each room;
- they do not list the items nor their condition or state of cleanliness.

The more information the contract-holder has to maintain the property, the clearer the contract-holder's obligations should reduce potential disputes at the end of the standard occupancy period. The inventory should include:

- The brand or make of the item, whether new or only 1-2 years old, and whether accepted by Landlord. The contract-holder should become irrepairable. It is reasonable to consider the cost of replacement.
- Details of any major repairs, if professionally carried out in the rooms and whether the contract-holder has agreed to pay for them.
- If a previous condition report has been included within the inventory, it should be included within the inventory.
- Where applicable, the condition of the outbuildings and the garden.
- It is recommended that the inventory is clearly labelled to identify the items.
- Once completed, the inventory should be saved in pdf format so that it cannot be altered, other than by the contract-holder or the respective parties who should initial any amendments.

### **How to carry out a formal inventory**

Once a formal inventory has been carried out together, the contract-holder and the contract-holder should inspect the property together. The following items should be included in the inventory:

or rather than foot the bill themselves.

Inventory should be carried out in a relatively simple and requires a visit to the property to identify the items, their location and condition and if possible, to take photographs, for example, to formal inventory schedule.

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atches to walls, furniture, carpets, etc, including the room's decoration e.g., newly decorated or painted and the colour of walls.

If there are lingering smells, these should be noted. Other odours which may be present.

The inventory should be in good order, the lawn mown, details of equipment, etc.

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Once a formal inventory has been carried out together, the contract-holder and the contract-holder should inspect the property together. The following items should be included in the inventory:

- Agree a mutually convenient time for the contract-holder for a walk through of the property and to agree what is to be included in the inventory. This should be used as an opportunity to agree any agreed amendments to the itemised inventory or any agreed amendments made.
- Ensure two copies of the inventory (including any agreed amendments) is available. Once agreed, both the landlord and contract-holder should sign and confirm the inventory (including any agreed amendments) retaining a copy for their records.
- Arrange to test smoke alarms and explain the contract-holder's obligation to ensure the contract-holder 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 and signed off by both parties to confirm 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 by the same two parties who produced the original check-in report. This ensures that they will be aware first hand of the condition of the property at the end of the tenancy. Before the standard occupation contract is signed, the contract-holder will be required. Landlords should ensure that:

- The original check-in report is available at the time of the walk-through and bring a camera to take photographs if there is deterioration in any areas.
- Check all switches and appliances are working during the walk-through.
- Ensure meter readings are taken before the contract-holder leaves before paying the rent.
- Any discrepancies between the condition set out in the check-in report for loss or damage or unexplained items should be recorded clearly in the check-out report.
- Any sums to be deducted from the deposit to cover rectification should be added to the check-out report. It need to be agreed with the contract-holder at the time of the walk-through. This is an ideal opportunity for this to happen and in the check-out report. If there is any deposit due to the contract-holder.
- Ensure the contract-holder agrees the deductions and the reasoning for them. If they agree ensure they sign and confirm to that effect and that the amount can be deducted from the deposit.

- If the contract-holder does not respond to the landlord's request for their written objections and try to negotiate a compromise, and if no agreement is reached, the matter can be referred for adjudication.
- If there are no objections, or if the objections are not accepted, and the property is returned as expected, the landlord should promptly apply to the court for the return of the contract-holder's deposit.

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