

# Dilapidations

Dilapidations is the term used when a tenant of a lease has not carried out certain works to the property. The outstanding work may involve:

- repairing the property
- decorating
- doing work to ensure the property complies with legislation
- reinstating the property to the way it was before the tenant carried out any alterations to it (even if the alterations were approved by the landlord)

The amount of work will depend on the terms of your lease; in some cases the tenant may have to carry out work that will put the property into a significantly better state than it was in before they took the lease on.

## The Landlord's Position

If a tenant does not comply with their obligations the landlord has various options available to them, including:

- taking back the property – during the lease the landlord may notify the tenant of any work that should be done and if the tenant does not comply the landlord can take the lease back
- making the tenant pay costs – this may include the cost of the landlord doing the work and all associated expenses, such as surveyor's fees, as well as interest. At the end of the lease if the landlord is claiming damages for dilapidations he can also claim

for the reduction in value of the property caused by the dilapidations and he can claim for rent lost by being unable to let the property

If the landlord wants to make a claim against the tenant for dilapidations then they must follow certain procedures and timescales; not doing so will affect their right to claim costs and interest.

## The Tenant's Position

If a tenant is expecting a claim for dilapidations then they should make provision for this in their accounts and seek specialist advice before the claim is made, if at all possible, on the steps they should take as well as the value of any possible claim.

It often makes commercial sense for the tenant to do the work themselves rather than leave the work for the landlord to do as they will have more control over the costs.

**You should always seek advice on your individual circumstances; this leaflet is for information only, and does not constitute advice.**

## For more information contact:

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