

Dilapidations

The client finally understands that they have to give the property back in the standards set out within the Lease not the poor standard that the property was originally in when they took the property on



Whether you call it Dilaps or Dilapidations or whether you are a landlord or a tenant Dilapidations is not generally considered to be a good experience.

We are experienced Dilapidations Surveyors and can help you. Whether you are a landlord wishing to serve a Dilapidations Notice on a tenant or a tenant defending a Dilapidations served by a landlord we are happy to represent you.

Start of Lease obtain a Schedule of Condition

If you are just about to take a Lease and are reading this article then we urge you to have a Schedule of Condition carried out as this identifies existing problems in the property and also clarifies future liabilities. It is best to discuss all of these property matters before the Lease is signed.

Please do not hesitate to call us on free phone 0800 409 6824 to discuss Dilapidations further.

<u>Reception</u>		
		
DESCRIPTION	CONDITION	ACTION REQUIRED
Ceilings: Painted plaster Old style light fitting	Marked	Prepare, repair and redecorate. Replace lighting with modern appropriate lighting.
Walls: Painted plaster	Marks, pattern staining and old fixing points. 	Make good. Prepare, repair and redecorate.
Floors: Carpet	Worn and marked	Repair/replace
Detailing: Window: Two Plastic double glazed sliding sash		Clean

Example of Schedule of Condition

Dilapidations claims are as certain as death and taxes

A Dilapidations claim by the landlord is as certain as death and taxes although it often comes as a shock due to the tenants or lessee due to the amount of money

that the claim is for and costs. Remember the rules (covenants) within the lease make you legally liable to carry out the various requirements and as such it is a semi legal process that you will be involved with if you negotiate with regard to the Dilapidations claim.

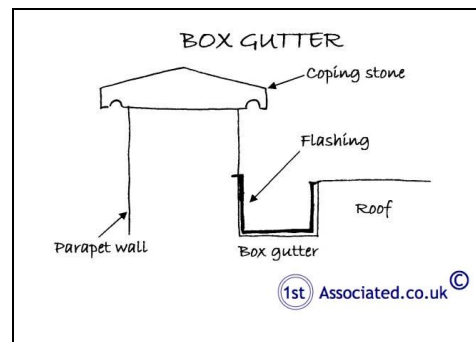
Dilapidations Notice required

A Dilapidations Notice is required whereby the property is to be given back in the standard set out within the Lease. Most Leases are Full Repairing and Insuring (FRI) Leases which means Full. In addition to this there may be other clauses in the Lease such as Good Repairing Standard etc, etc.



If you have a problem you need to tell the landlord verbally and in writing

An interesting point that came out of our Dilapidations discussion with one of our clients is that the landlord, although they accepted responsibility for the roof that they had replaced and agreed they had not carried out repairs to the box gutters properly because they had used Flashband(which is generally considered a temporary material) rather than a lead flashing, was arguing that they did not have to accept the damage being caused by their own poor repair as the tenant had a duty to report the problem to them.



Box gutter

As the landlord did not occupy the property and indeed had to give quiet enjoyment of the property they had no onus to come and view the property. The onus was on the tenant to advise the landlord of any problems.

Quiet enjoyment defined

This may seem a strange term but it really means that the landlord has to leave the tenant to carry out their business provided it is within the terms of the Lease.



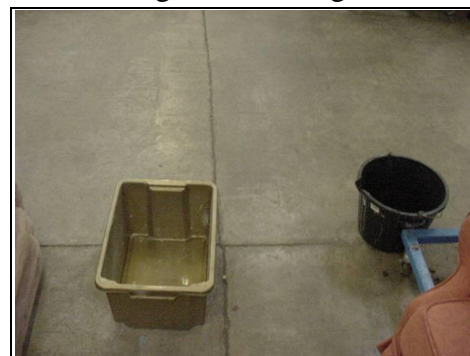
Internal box gutter



Leaking central box gutter



Roof leak from side box gutter



Collecting rainwater from
leaking central box gutter

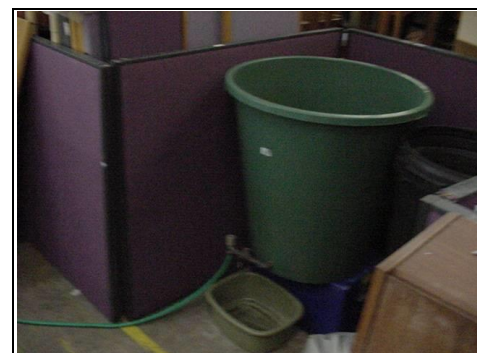
Verbal discussions between landlord and tenant are difficult to prove

Interestingly whilst our client and tenant advised the landlord's Surveyor that they had verbally informed the landlord and nothing had happened which in their experience had been generally what would happen. The landlord's Surveyor thought that the tenant should have made this comment in writing and they had not it was the tenant's responsibility.

Even though our client and tenant advised the general procedure was a verbal process and that sometimes the Surveyor would appear and visit the property although most of the time nothing ever happened they should have been more persistent and followed up in writing.



Dampness coming through the
walls



Catching rainwater

Interestingly the landlord's Surveyor used the argument that the landlord was now carrying out work although it had taken eight months!

Interestingly the landlord's Surveyor advised as an example of how 'quickly' the landlord would react that since he had carried out his Schedules of Dilapidations the landlord was now starting to replace the Flashband (although he was not sure how) only some six months later! which is a long time to deal with a leak.



Hosepipe taking rainwater away

The Dilapidations Protocol and the RICS Dilapidations Guidance Notes

It should be remembered that the Dilapidations process is a semi-legal process and as such Surveyors will follow the Dilapidations Protocol. If the Surveyor is a Chartered Surveyor they will also be following the Royal Institution of Chartered Surveyors (RICS) Guidance Notes with regard to Dilapidations. There are various time perimeters within the Protocol as well as ways of working.



Hosepipe finally taking rainwater outside property

For example a Dilapidations claim should be served 56 days after termination of the lease and the response being within 56 days of receiving the Dilapidations claim.

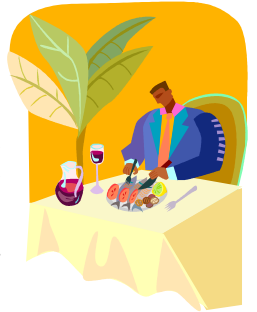
The Dilapidations Protocol was brought up as the tenant's Surveyors had not responded to the Dilapidations claim. This we advised is due to what we thought was a fundamental error in the document and the wish for us to have this reviewed by the Surveyor and confirmation that they were happy with the Schedule of Dilapidations before we started to look at this claim.

We advised the landlord's Surveyor that The Dilapidations Protocol is Guidance Notes and where there are issues such as a misunderstanding with regard to a major item such as in this case then these are mitigating circumstances in our opinion.

Remember this is a landlord making a claim against our client who are a registered Charity with the Charity having to pay out for the Dilapidations claim.

There is no such thing as a free meal

Beware of offers of Leasehold property which are too good to be true as there is often a sting in the tail where you may end up with a Dilapidations claim. You may save hundreds or a few thousands or even tens of thousands of pounds on the rent but this is of no consequence when you have a Dilapidations claim in the tens of thousands to hundreds of thousands of pounds.



We have written surveying and Dilapidations articles that may help you:

Dilapidations

<http://www.1stassociated.co.uk/dilapidations-report-articles-1.asp>

A to Z of Dilapidations

<http://www.1stassociated.co.uk/a-z-dilapidations.asp>

Dilapidations the negotiation

<http://www.1stassociated.co.uk/dilapidations-report-articles-7.asp>

If you are at the end of a lease whether you are a landlord or a tenant and are looking to deal with the end of the lease with Dilapidations please phone us on free phone 0800 409 6824 and we will provide advice on Dilapidations.

By the way a Dilapidations looks like this:

THE SCHEDULE

Item No.	Lease Clause	Breach Complained of	Remedial Works Required	Tenant's Comments	Landlord's Comments	Landlord's Costs	Tenant's Costs
2.0 DECORATION							
First Floor							
2.11 Office Front right hand side							
2.11.1	7	Painted ceiling dated	Repair, prepare and redecorate			£100.00	
2.11.2	7	Painted walls heavily marked, old fixings and dated	Repair, prepare and redecorate			£250.00	
2.11.3	7	Door with vision panel dated	Repair, prepare and redecorate			£200.00	
2.11.4	7	Windows dated	Repair, prepare and redecorate			£200.00	
2.12 Filing room right hand side Internal							
2.12.1	7	Painted ceiling marked and dated	Repair, prepare and redecorate			£100.00	
2.12.2	7	Painted walls marked and dated	Repair, prepare and redecorate			£250.00	
2.12.3	7	Borrowed lights marked	Repair, prepare and redecorate			£250.00	
2.12.4	7	Door and associated ironmongery dated	Repair, prepare and redecorate			£200.00	

Example of Dilapidations

Dilapidations Surveyors

Do make sure you talk to a Dilapidations Surveyor who understands your type of property. We believe that there is a difference between Surveyors that can deal with Dilapidations on warehouses/industrial buildings or retail or offices.

Examples of Dilapidations

Please contact our office; we may be able to give you examples of Dilapidations cases that we have dealt with similar to yours and help you understand how to deal with your particular issue. We would be the first to admit that Dilapidations reports are not the most interesting to read but they do cost you a lot of money one way or another are well worth doing them properly.

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