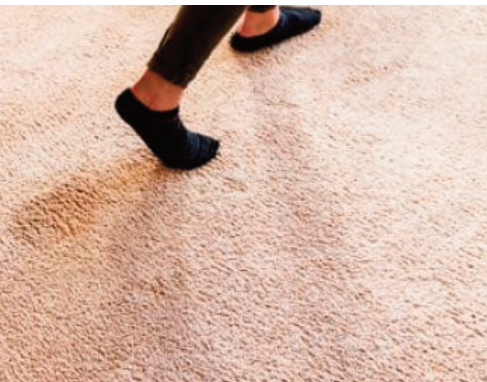




What the term “fair wear and tear” actually means for tenants



The more things become worn, the harder it will be to attract the best tenants.

Some landlords question us when we tell them that we are required by law to make an allowance for fair wear and tear in their property. Unlike what you may think, this is by no means an excuse to let tenants get away with damaging your property.

The fact is, the older a property becomes and the less it is maintained, the more it will be subjected to natural wear and tear. A home is to be lived in, so you have to expect a reasonable amount of wear and tear to things like floor coverings, walls, doors and window furnishings. The same applies to your own home. There is a trap that many people fall into however when it comes to wear and tear – complacency. The more things become worn, the harder it will be attract the best tenants. This can often lead to a domino effect whereby the wear and tear becomes exponentially worse as time goes by.

Knowing that it's much easier to keep a well maintained home in great condition than it is to maintain a home in poor condition, there is a general rule of thumb in property

management that a rental property should have minor refurbishments completed every seven to ten years. This could involve a fresh coat of paint, new floor coverings (or sanding and polishing of existing floor boards) and new window furnishings. In other words, around the seven year mark, the property has been exposed to seven years worth of “fair wear and tear”, meaning it is most likely starting to look a bit long in the tooth. Do nothing, and by the ten year mark, you may have a poorly presented property on your hands that you are unable to find quality house-proud tenants for.

Our best advice is to plan ahead by putting a bit of money aside each year if possible so that when it comes time to give the property some love, you will have the funds set aside for it (remember, money you spend on your investment property is tax deductible). By improving your property, you will have a far better chance of attracting and keeping good quality tenants who are not only house proud, but are also prepared to pay a premium for a premium home.



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Many a tenant and landlord relationship has become fraught with tension over the issue of gardening maintenance. Particularly when a property has once been a landlord's treasured principal place of residence, with roses and lawns carefully tended.

Gardens can be a real asset to an investment property, attracting tenants with a green thumb and a love for the outdoors. But what happens when there's a disagreement over garden maintenance?

Generally, a tenant is responsible for garden basics which include edging and mowing lawns, weeding and watering. In short, unless otherwise specified, a tenant is responsible for ensuring that their leased property's garden is returned in the same way it was delivered.

A landlord is usually responsible for providing watering equipment, cleaning gutters and tree lopping.

Gardening responsibilities can become further complicated by drought seasons, water restrictions and differences of opinion over the state of the garden itself.

If a disagreement arises of the maintenance of your investment property's garden, rely on your property manager to negotiate a happy and fair outcome on your behalf.



TENANTS ARE ONLY HUMAN AND ACCIDENTS DO HAPPEN



Should landlords take out **Public Liability Insurance?**

Owning an investment property is an exciting and rewarding experience and in most cases tenants look after the property, pay their rent on time, and reside safely and comfortably in your property.

However it's not always smooth sailing. Like you, tenants are only human and accidents do happen, so protecting yourself against liability should be on the top of your mind.

Compliance and liability are key focal points for those who own an investment property. Your property manager will always advise you on the obvious ones like smoke alarm regulations, blind cord compliance and pool compliance. Ensuring compliance in these areas will help reduce your

exposure to risk and make owning an investment property far less stressful for you. But what if you were faced with an event that is beyond your control?

Imagine the following scenario - summer has peaked and the weather has been hot and humid. Your tenant buys a blow up pool from Big W and sets it up in the backyard without informing you or the property manager about it. Pool regulations stipulate that any body of water over 30cm must have a compliant pool fence enclosing it. If

someone was to be injured or worse in that pool, it could be viewed as your responsibility as the property owner due to non-compliance. As a result, you could find yourself caught up in a liability lawsuit.

Other examples of potential mishaps in and around the property include, a tenant slipping over on a wet tiled area, falling down the stairs, tripping on frayed carpet, or being electrocuted by an appliance or faulty light switch.

Your property manager will always work diligently to reduce your risk of exposure to potential mishaps, however things inevitably wear or break in a property eventually.

Alternatively, a chain of unusual events could lead to an accident occurring. It is crucial that you understand that as the landlord, YOU could find yourself embroiled in a liability claim should the tenant or a guest at the property you own be injured.

The good news is you can protect yourself against such things happening. If you are unsure how to protect yourself against a liability claim, contact your property manager who will point you in the right direction. We really can't stress strongly enough how important this is.

