

Your Legal Questions

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Q. My lease is about to come to an end and I've just received a letter from the landlord referring to dilapidations and a list of what he says needs doing. Can you explain this please .

A. Under the terms of a lease a tenant is obliged to keep the property in repair. The extent of the property to be repaired is usually defined, and could be the interior of the property or all of the property including roofs foundations etc. Once you have established what needs to be kept in repair, the repairing and decorating clauses in the lease will then govern what actually needs doing in terms of repair and decoration. Failure by the tenant to comply with such clauses is known as dilapidations. Whilst the lease is running, the terms of the lease will allow the landlord to serve notice on the tenant to carry out repairs where the tenant has failed to comply with its obligations. If the tenant fails to carry out those works or fails to commence them within a given time period, the landlord is entitled to enter the property to carry out the works himself and charge the cost to the tenant. At the end of the lease the landlord may serve a schedule of dilapidations which lists the items of work that have not been carried out in accordance with the obligations in the lease and may offer a provisional figure for making good each item. The schedule will usually have been prepared by a surveyor so having received such a schedule unless it is agreed in its entirety, you will probably need to instruct a surveyor to counter what the landlord is saying in his schedule. Just because the landlord has included an item in the schedule of dilapidations does not mean that he is in fact entitled to claim for it.

Whenever any notice is received under the terms of a lease whether through dilapidations or otherwise, professional advice is essential.

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