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COMMERCIAL SCHEDULE OF CONDITION SPECIALISTS

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Dilapidations Explained

What happens if you don't have a Schedule of Condition.

Know your risk

Understand how dilapidations claims work, and how to protect your position before you sign.

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UNDERSTANDING YOUR RISK

Dilapidations Explained

Most tenants don't think about dilapidations until they're staring at a claim for thousands of pounds, weeks before they're due to hand the keys back. By then, there's very little room left to argue. Here's what a dilapidations claim actually involves - and why the moment to protect yourself is before you sign the lease, not after.

What “Dilapidations” Actually Means

Dilapidations is the term for a landlord's claim against a tenant for breaching the repair, decoration, or reinstatement obligations set out in the lease. It's usually raised at or near the end of the tenancy, when the landlord's surveyor inspects the property and compares its condition to what the lease requires.

If the surveyor finds the property falls short, the landlord can issue a Schedule of Dilapidations - a formal list of required works, or a financial claim in place of the tenant carrying them out.

Why These Claims Are Hard to Fight Without Evidence

Most commercial leases put the burden of proof on the tenant. If the landlord's surveyor says a mark on the floor is damage you caused, and there's no dated record of the property's condition when you moved in, you're arguing against a professional opinion with nothing to counter it but memory.

It isn't usually bad faith - it's that the lease structure gives the landlord the benefit of the doubt when there's no independent baseline. A pre-existing crack, an old leak stain, wear left by a previous occupier - all of it can end up billed to you, simply because nobody can prove otherwise.

What Claims Typically Cover

• Cost of repairs to bring the property up to the required standard

• Reinstatement of alterations (partitions, fit-out, cabling, signage)

• Redecoration costs

• Loss of rent while repair works are carried out

• In some cases, the landlord's own surveyor's fees

How a Schedule of Condition Changes the Outcome

A Schedule of Condition, prepared before you took occupation and properly annexed to the lease, draws a line. Your obligation becomes ‘return the property in no worse condition than this document shows’ - not ‘return it in pristine condition regardless of how it started.’

That single distinction is usually what separates a manageable, negotiated dilapidations discussion from an open-ended claim with no natural ceiling.

Don't wait for a claim to find out what you should have documented.

Get a fixed-fee Schedule of Condition estimate at leasesoc.co.uk

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