



Dilapidations Protocol

A Schedule of Dilapidations will be carried out on all substantive agreements prior to termination; which will set out all of the tenant's breaches of repairing liability, together with the remedy for that breach, and will be issued to the tenant by electronic delivery, or by Recorded delivery.

Where agreements end naturally, the Schedule of Dilapidations will be carried out at least 6 months before the end of the agreement. Where agreements do not reach their natural termination date or where the tenancy is assigned, the Schedule of Dilapidations will be carried out as soon as is reasonably practicable following notice of such an event.

In carrying out the Schedule of Dilapidations, the Surveyor will reference the Schedule of Condition which will limit the tenants repairing liability to the condition recorded therein.

Note – this does not affect decorations as these must be carried out at defined intervals within the agreement, regardless of condition at the commencement of the agreement.

The tenant will be charged a fee for the Schedule of Dilapidations, in accordance with the terms of the tenancy agreement.

The Schedule of Dilapidations will be reviewed at termination by the Surveyor who will reconcile the document with any dilapidations which have been remedied. The amended Schedule of Dilapidations will be issued, at which point the only remedy is by way of loss.

Where a dispute occurs, the tenant should confirm the details within the Schedule of Dilapidations and return to the Surveyor, where the matter will be reviewed. If agreement cannot be reached between the Landlord and the Tenant, Marston's will follow the process set out within the RICS Dilapidations protocol.