



Gardening Issues

What You Need To Know

Tenant's responsibilities regarding gardens, according to most tenancy agreements, is to maintain the landlord's garden and return it in the same, or similar condition, as at time of Check In. Lawns, if tidy at Check In, should be left tidy and borders weeded if this was the condition at the start of the tenancy.

Tenants are not responsible for keeping plants alive or for replacing bedding or other plants. Planted containers left by the landlord should be maintained but if plants die tenants do not have an obligation to replace them. There only obligation is to leave the original container in situ. (The same principle applies to indoor plants, as long as the plant pot is present any dead plant does not have to be replaced.)

Tenants should not make any major landscape changes to the landlord's garden.

The most common additions/changes by tenants include ponds, water features, replacing lawns with shingle or bark chippings, leaving garden ornaments or children's play equipment or even sheds and greenhouses and cutting down large shrubs and trees – believing that the landlord will be grateful that they have 'improved' the garden.

Whether additional items and changes to a garden can be classed as an improvement is a decision for the landlord alone. Tenants should be advised to get written permission for any major or minor changes.

If changes are made without the landlord's permission the tenant will be charged, at the end of the tenancy, to return the garden to the original condition.

In a furnished property it is expected that sufficient gardening tools are provided for the tenant's use. In an unfurnished property it is recommended that landlord's supply garden tools and mower if appropriate but this is not mandatory. If a property is unfurnished tenants are expected to provide all the contents for their own use and this would include garden tools.

It is not a valid excuse for a tenant to state at the end of the tenancy that he could not maintain the garden because it was an unfurnished let and no garden tools were provided. Tenants have a duty of care to maintain the landlord's property and return it in a similar condition to that found at time of Check In, with allowance for fair wear and tear