

Thomas Eggar LLP's guide to the Dilapidations Protocol

Appropriate time before termination of tenancy (often with schedule of dilapidations if served before)

Landlord notifies requirement to reinstate alterations

Within a reasonable time, generally not more than 56 days, after termination of tenancy if not before

Service of schedule of dilapidations and claim by landlord

Reasonable time before tenant serves response (if not must be within 28 days of response)

**Without prejudice meeting on site between parties/professional advisors
Parties to consider ADR (this is a continuing requirement)**

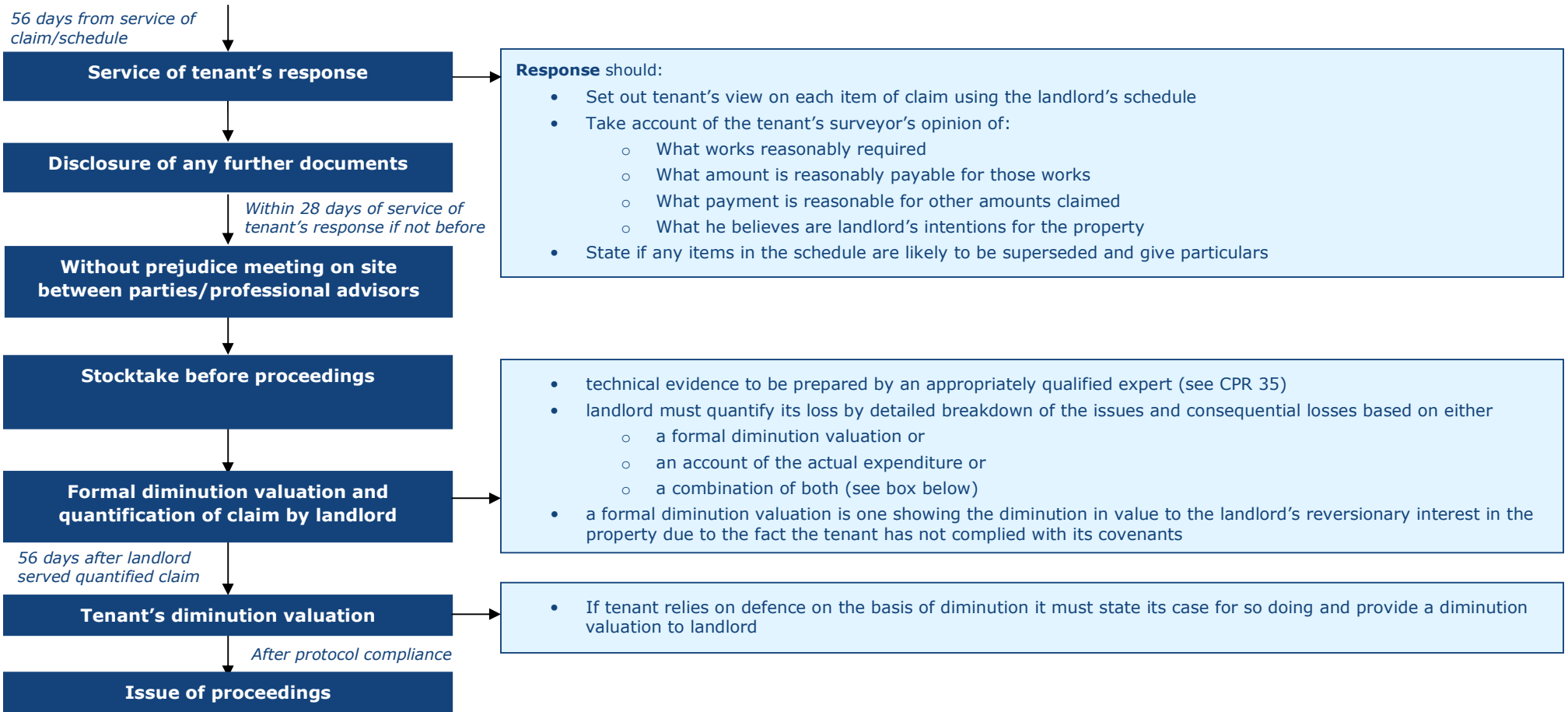
Schedule should:

- indicate the breaches that have not been remedied
- state what landlord believes is necessary to comply with the lease/licences
- separate the breaches into relevant categories eg repair, reinstatement, redecoration etc
- identify any reinstatement notices
- set out the landlord's costings
- contain an endorsement by the surveyor preparing it that:
 - All works set out in the schedule are reasonably required to put the premises into the physical state required by the lease/other documents;
 - Full account has been taken of the landlord's intentions for the property at or shortly after the termination of the tenancy;
 - The costs, if any, quoted for such works are reasonable

Claim should:

- substantiate the monetary sum the landlord is claiming as damages in respect of breaches
- be limited to the landlord's actual loss and should not include items of work likely to be superseded by landlord's works or intentions for the property
- if based on cost of works be fully quantified and supported by invoices or estimates
- set out VAT status of landlord
- include and substantiate any other losses eg surveyor's fees, other professional fees, preliminaries, loss of rent, service charges, insurance rent and set out legal basis for these claims
- contain full name and address of landlord and tenant and a clear summary of facts on which claim based
- contain any documents relied on
- confirm landlord and/or its advisors will attend meetings and give a date by which tenant should respond

- To review the schedule and seek to agree as many items as possible
- Any subsequent meetings to be conducted without unnecessary delay



Landlord's options	Landlord has done works	Landlord has not done works but intends to	Landlord does not intend to do works	Landlord has carried out some but not all of the works
Account of actual expenditure?	Yes	No	No	Yes, for those done No, for those not done
Formal diminution valuation?	No ¹	Yes ^{2, 3}	Yes ²	No, in relation to works done Yes, for those not done ^{2, 3}

1. Unless reasonable to do so
2. Unless reasonable not to do so
3. If Landlord intends to do the works it must state:
 - When it intends to do the work
 - The steps it has taken towards getting them done, eg specifications, tenders
 - Give details of the scope of the works