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Where expertise meets empathy

ESSENTIALS DEEP-DIVE · RENTING

Tenancy Compliance *& Responsibilities*

What you take on as the occupier of a leased home in India, what IKAN checks at handover and what it cannot, and what brings your full security deposit back.

4
parts, start to finish

Grace
agree the period at signing

100%
deposit back, in good order

Where expertise meets empathy.

Prepared for assignees and lessees relocating within and into India.

IKAN.COM

When you take a home on lease in India, the property becomes **yours to look after** for as long as you live in it, and your **security deposit comes back in full** only if you hand it back the way you received it. That sounds heavier than it is. It comes down to four things done properly: knowing **what you have taken on**, a careful **move-in** where every existing fault is recorded *in writing*, a sensible **routine** while you live there, and a tidy **move-out** where the inventory checks out. This document walks all four in plain English, including the India-specific realities, dust, power cuts, society rules, that nobody warns you about. Your IKAN consultant runs the move-in inspection with you and stays on call throughout.

How much sits with you depends on the kind of home. Whether or not you actually use a part of the property, as the occupier you are **solely accountable for all routine upkeep**. In a **gated community or society**, the managing committee usually looks after the common areas. For an **independent or standalone house, common-area maintenance falls entirely on you too**. And in a gated community, **common-area maintenance and common electricity must be paid up to the lease end date**.

4	Grace period	Quarterly	100%
PARTS, WHAT YOU TAKE ON, MOVE IN, OCCUPANCY, MOVE OUT	YOUR WINDOW TO REPORT FAULTS, AGREE IT IN THE LEASE	RECOMMENDED AC SERVICING, KEEP EVERY RECEIPT	DEPOSIT BACK IF RETURNED IN GOOD ORDER

DO THIS FIRST

Two things decide almost everything that follows. **One, agree your grace period in writing before you sign**, the short window in which you can report pre-existing faults and the landlord still pays for them. It is entirely landlord-dependent, so it must be settled at signing, not discovered afterwards. **Two, confirm your landlord or society files your Form C** and that your **lease is registered**. Your **FRRO registration and your resident bank account both depend on these**, and without them your move stalls.

THE OCCUPANT'S RESPONSIBILITIES

What you are responsible for

As the occupier you are responsible for the **upkeep and maintenance of the leased property**, and for the costs that go with it, so that the **full security deposit is refunded** by the landlord to the Lessee at the end of the lease. Here is what that covers, in full.

1

Day-to-day maintenance of the property

All **minor repairs** to the fixtures and fittings inside the home, and to **electrical, plumbing, woodwork, appliances, water tanks and common areas**. In a gated community the managing committee usually handles day-to-day common-area maintenance; for a standalone or independent house that falls on you. **Regardless of whether the property is actively used** during the lease period, you remain solely accountable for all routine maintenance.

2

Upkeep and servicing of every appliance, used or not

Air conditioners, water heaters and everything else provided by the landlord, in the kitchen and through the house, are the occupier's to maintain and service **whether or not they are used** during the lease period. The **landlord may ask for proof of regular servicing**, so keep the invoices.

3

Any damage to the property, however it happened

You are responsible for damage to the property, including the **furniture, fixtures, fittings and appliances provided by the landlord**, whether that damage is **intentional, unintentional, or due to your own negligence**. Anything that stops working through **use, non-use or lack of maintenance** during the lease term is yours to repair or replace.

4

Every utility bill, paid by its due date

Electricity, water and the rest are yours to pay **by the date printed on the bill**. In a gated community, **common-area maintenance and common electricity must be paid up to the lease end date**. Late payment risks disconnection and, in some societies, a penalty.

5

Renters' insurance

The assignee is responsible for obtaining **appropriate renters' insurance** to cover their **personal belongings and personal liability** during the tenancy. Landlords in India rarely insure the property; it is not common practice here and is entirely at their discretion, so your own cover is what protects your possessions.

6

Returning the property in tenantable condition

At the end of the term the property must go back to the landlord in **good, well-maintained and tenantable condition**, consistent with its state at the start of the lease and in line with the terms of the Lease. Normal wear and tear is excepted, and Part four sets out exactly where that line falls.

THE QUESTION NOBODY ANSWERS IN ONE PLACE

Who is responsible for what

Most disputes are not really disagreements about the facts. They are disagreements about **whose job it was**. This is the short answer, and it holds unless your lease says otherwise, so read your lease alongside it.

ITEM	OCCUPIER	LANDLORD	SOCIETY
Minor repairs inside the home	✓	○	○
Servicing appliances and ACs, and gas refills	✓	lease	○
Damage from use, non-use or negligence	✓	○	○
Defects reported inside the grace period	○	✓	○
Drainage found blocked at handover	○	✓	○
Drains blocked later by leaves, dust or neglect	✓	○	○
Structural repairs and major works	○	✓	○

ITEM	OCCUPIER	LANDLORD	SOCIETY
Approving an upgrade you want	pays	decides	○
Utility bills, electricity, water, gas	✓	○	○
Common areas, gated community	pays	○	runs
Common areas, standalone house	✓	○	○
Renters' insurance on your belongings	✓	○	○
Property insurance on the building	○	rare	○
Filing Form C for a foreign national	○	✓	or
Deducting TDS on the rent	✓	○	○
House rules, timings and deliveries	obeys	○	sets

✓ responsible · ○ not responsible · **lease** depends on your lease terms · **rare** uncommon in India and entirely discretionary · **or** whichever provides the accommodation. Your lease overrides this table wherever the two differ, so read it, and ask your IKAN consultant about anything that is not clear.

A LEGAL DUTY THAT SITS WITH THE TENANT

Statutory tax compliance, TDS

The Lessee has a **duty to deduct tax at source** on the rental payments as the law provides, and the amount deducted must be **deposited with the Government treasury** through the correct process. This is worth reading twice, because it catches people out: the duty is the **tenant's**, not the landlord's.

✓ It applies to personal leases

A home you have leased in your own name is covered. Personal leases historically did not withhold this tax, which is exactly why the tenant-side rule exists.

✓ It applies to company leases

A lease signed by your employer is covered too. Company leases have long withheld the tax, so the process is usually already in place, confirm it is.

✓ It applies to leave and licence

Calling the arrangement a leave and licence agreement rather than a lease does not remove the duty. What matters is that you are paying for the use of a property.

⚠ Take advice before the first payment

If you are the occupier *and* the signatory of the lease, the duty is yours. Consult your tax advisor for guidance and support **before you initiate rental payments**, not after.

IKAN is not a tax advisor. We flag the duty so it never surprises you, and we connect you to an advisor who handles your figures and filings. The thresholds, rates, forms and deadlines are set out in our Rent & TDS deep dive, which is kept current, so there is one place for those numbers to be right.

Part two · Move in

THE INSPECTION THAT PROTECTS YOUR DEPOSIT

When you first move in

Your landlord usually allows a short **grace period**, a few days to use everything properly and flag pre-existing faults so **he** covers the cost of putting them right. Miss that window and those become *your* repairs, and the minor-repair clause takes effect whether or not you use that part of the property. So treat day one as an inspection: the IKAN team walks the property with you against the landlord's **inventory list**, and anything wrong is recorded there and then, in writing.

1

Agree the grace period at signing, not after

The length of the grace period is **entirely landlord-dependent** and has to be agreed with the landlord **when the Lease is signed**. Get it into the document. Once it lapses the minor repair and maintenance clause takes effect and the cost moves to you.

2

Walk the whole property with the inventory list

The landlord provides an **inventory list** at handover. Go room by room and tick off every item, present and in working order. Anything missing or damaged is **recorded on the list now**, to be rectified by the landlord or noted as an existing defect.

3

Test every appliance and fitting, actually using it

Run the taps, switch on the lights, test the power outlets, open and close the wardrobes and sliding doors. **Kitchen appliances**, the fridge, dishwasher, washing machine, dryer, oven, chimney, microwave, cooking range and the smaller mixers and grinders, are **not tested or used by IKAN**, so you must run them during the grace period. If anything is faulty, tell the landlord **within a few days of handover**.

4

Photograph every defect, with the date

Take clear, dated photographs of every scratch, stain, crack, chip or fault, on walls, floors, worktops, sanitaryware and glass. This is your **evidence at move-out** that a mark was already there, and it settles most fair wear and tear arguments before they start.

5

Notify the landlord in writing before the window closes

Put every defect in an **email or a message**, never a phone call, so there is a record with a date on it. The wording is below, ready to copy.

6

Take out your renters' insurance

Cover your **personal belongings and personal liability** for the length of the tenancy, with a reputable insurer of your choice. Landlords here rarely insure the property, so nothing else covers your possessions.

COPY THIS

The written notice

Send this to your landlord inside the grace period, and copy your IKAN consultant. Fill in the square brackets and delete what does not apply. Keep the sent copy.

```
Dear [landlord's name],

Thank you for handing over [address] on [date of handover].

As agreed at signing, I am writing inside the grace period to record the
pre-existing defects found while checking the property against the
inventory list. Dated photographs of each item are attached.

1. [room]: [what is wrong]
2. [room]: [what is wrong]
3. [room]: [what is wrong]

Please confirm in reply which of these you will rectify and by when, and
that the remainder are noted as existing defects, recorded on the
inventory list and not chargeable to me at the end of the term.

Everything else in the property was received in good working order.

With thanks,
[your name] · [phone]
cc: [your IKAN consultant]
```

PRINT IT, WALK THE ROOMS, FILL IT IN

Your move-in defect log

The inventory list is the landlord's record. This is **yours**. One line per fault, written on the day, signed by both sides. It is the single sheet of paper that ends a deposit argument twelve months later, and it takes twenty minutes to fill in.

ROOM	ITEM, AND WHAT IS WRONG	PHOTO REF	LANDLORD FIXES	EXISTING DEFECT

OCCUPIER, NAME AND DATE

LANDLORD OR AGENT, NAME AND DATE

IKAN CONSULTANT, NAME AND DATE

What the inspection does and does not cover. The IKAN team checks the property thoroughly, but the **quality of the materials used by the builder or landlord cannot be tested, controlled or guaranteed by IKAN**. You may meet ongoing or teething issues after you move in, and those are managed in the normal course. We physically check every power outlet, tap, appliance and fitting, and run each **air conditioner for about 30 minutes** to confirm it cools. We do **not** open up internal wiring, circuits, centralised air-conditioning machinery or concealed plumbing. Those need a specialist at additional cost, which you are free to arrange at your own discretion.

Part three · During occupancy

WHAT THE INSPECTION COVERS, AND ITS LIMITS

Inspection scope, in plain terms

✓ Outlets, taps and fittings checked

Every power outlet, tap, appliance and fitting is physically checked before handover to confirm it functions. All fixtures, fittings and appliances are handed over in working condition at the move-in inspection.

✓ Plumbing fixtures checked

Taps, showers, water closets and health faucets are checked by IKAN and are in good working order at move-in. Drains can still overflow later if they are not cleaned regularly and checked for blockages, and that upkeep is yours.

⚠ Wiring and plumbing not opened up

Internal wiring, circuits, concealed plumbing and centralised air conditioning are not assessed in a standard walkthrough or property inspection. Only a specialist can judge them, at additional cost, arranged at your discretion.

✓ Power load confirmed

The sanctioned power load is confirmed by the landlord and checked against the last paid electricity bill, so you know the supply you are working with before you plug in heavy appliances.

⚠ Kitchen appliances not run by IKAN

The fridge, dishwasher, washing machine, dryer, oven, chimney, microwave, cooking range and smaller appliances are not tested or used by IKAN. Run them yourself during the grace period and report faults quickly.

⚠ Washing-machine drainage, partly

The drainage for the washing machine is checked for blockages, but it is **not** tested through a full cycle or with a load. Run a full wash yourself in the first days and flag anything that backs up.

⚠ Air conditioners, cooling only

Each air conditioner is switched on for roughly 30 minutes to check cooling efficiency. Internal circuits, machinery and wiring are not checked on any unit. Quarterly servicing and an AMC are strongly recommended.

⚠ Balcony and terrace drains not checked

Open-area drainage is not checked at handover. If you find it blocked **at handover**, it is the landlord's responsibility to repair. If it blocks later through dust, leaves or lack of cleaning, it becomes yours.

Fixtures are the landlord's choice, and they go back as they came. The installed fixtures and fittings are the landlord's personal preference or the builder's. You are free to change them **at your own cost**, provided you **put the landlord's originals back**, in the condition they were in at move-in, before you leave. Fixed items such as wardrobes and bathroom fittings should not be changed or tampered with at all. And note that any repair or upgrade you want during the tenancy **may simply not be approved** by the landlord, in which case the Lessee or occupant covers the expense.

KEEP THEM WORKING, KEEP THE RECEIPTS

Appliances and servicing

Day-to-day maintenance means every minor repair to the fixtures and fittings inside the home, and to the electrical, plumbing, woodwork, appliances, water tanks and common areas. You carry any damage to the property, including the furniture, fixtures, fittings and appliances the landlord provided, whether the damage was intentional, unintentional or down to negligence. Most of that is avoided by a short routine.

1

Service the air conditioners regularly, and keep the proof

Where the weather is constantly hot and humid and the units run daily, expect to service the **air conditioners and compressors at regular intervals** through the year, possibly quarterly. Arranging and paying for servicing and **gas refills** is the occupier's duty unless the lease says otherwise. **Always keep receipts and invoices** as proof the servicing was done. Regular cleaning of the unit and its filters also keeps mould out of the air you breathe.

2

Take an AMC, and use the warranty year

An **Annual Maintenance Contract** on the air conditioners is worth taking. Most new appliances are under warranty in their first year, so have them serviced at regular intervals and use that cover while it lasts. Where your lease makes AC servicing the landlord's duty, it is still on you to **remind the landlord** to have it done on schedule, per the agreed terms.

3

Run the oven, and flush the unused toilets

If you rarely use the oven, **warm it up at least once every two weeks**, otherwise moisture collects on the elements and it spoils over time, at your cost. Flush any unused toilets regularly to prevent staining of the bowl and mosquitoes breeding in the water; stagnant water and unused taps or bathrooms can also cause a foul smell.

4

Switch things off, and fix leaks the same day

Switch off appliances, lights and fittings when they are not in use. **Boilers and air conditioners draw the most power**, so keep them off when unused. For bottled gas, keep the regulator knob in the off position when it will not be used for a while; for piped gas, shut the main valve. Attend to **any leaking tap, shower, faucet, pipe, water closet or appliance immediately**, so nothing worsens through your own negligence.

5

Clean the chimney filter, and mind the sliding doors

The **chimney or exhaust hood and its filter**, where the landlord has provided one, must be cleaned at regular intervals through the tenancy. Use **sliding doors gently**; they are more prone to displacement and warping from dust build-up and ordinary wear.

6 Tell the landlord early, in writing, about anything serious

Maintain the appliances and keep the landlord **informed in writing** of any issue or work required. Any **major damage, deterioration or water seepage** must be raised immediately so the landlord can decide how best to deal with it. **Failing to inform them may be treated as your negligence.**

7 Watch the plants, the planters and the spillages

Stand pots and plants on **saucers and drip trays**; run-off stains the floor and staining counts as damage. Before buying anything large or heavy, check the floor can take the weight, because any damage is your liability. Keep the **garden and plants well maintained**, including through any extended absence, and **clean up spillages immediately**, having the affected item or area professionally cleaned or polished if it needs it.

THE THINGS NOBODY WARNS YOU ABOUT

Living in India, practically

Dust and pollution

India is a dusty country. It settles on floors, ceilings, glass, window frames, carpets, fixtures and fittings, and needs regular, often daily, cleaning. Air purifiers are worth installing depending on local pollution levels, which you can track through apps, portals and the news.

Power cuts and fluctuations

Frequent power cuts and voltage swings are common in many Indian cities and can fuse bulbs. Most large housing complexes have central stabilisers, and many high-end fridges, televisions and air conditioners carry built-in stabilisers, but expect the occasional flicker.

Noise

A dense and diverse country comes with noise. You may be under a flight path or near a railway line. There may be temples, a church or a mosque nearby where calls to prayer use loudspeakers. Festivals, processions, weddings, community events, political rallies, traffic, generators and water pumps all add to it. It takes getting used to and is beyond anyone's control.

Drainage and the monsoon

Balcony and terrace drains are not checked at handover. Have them cleaned regularly, because blockages from leaves, dust and foreign material become your responsibility. Open areas flood in heavy rain when the outdoor pipes are clogged, and they must be maintained even while you are away for a long stretch.

Pests and mosquito mesh

Dispose of rubbish promptly and clean inside and out to keep pests away; regular pest control is strongly recommended. Keep doors, windows and openings closed or fitted with mosquito mesh, especially from dusk to dawn, which also cuts the dust coming in.

Mailboxes and irregular bills

Check your letterbox regularly for bills, notices and other communications, and act on them promptly. Some utility companies bill irregularly, so a larger cumulative demand can appear later. Do not be alarmed, simply pay on time to avoid disconnection.

RESPECT THE COMMUNITY YOU LIVE IN

Society rules

Every housing community's association or society makes its own rules to keep disturbance to a minimum, and lays down guidelines residents and tenants follow. As the occupier you must **adhere to those rules and respect the association's decisions**. They vary a great deal, so check with your association for what applies where you live.

Timing and delivery restrictions catch people out. Most communities do not permit maintenance work late in the evening or during the afternoon. Many do not permit any work on **Sundays and public holidays**, and some even restrict the **delivery of household goods and furniture** at those times. Check your association's rules before you book a contractor or schedule a big delivery, not on the morning the van arrives.

HAND IT BACK IN GOOD ORDER

When you move out

At handover, all appliances, fixtures and fittings are expected to be in **working condition and undamaged**, with **normal wear and tear excepted**. The landlord re-checks the same **inventory list** used at move-in, and everything must be present and in good working order. You may still have to negotiate what counts as fair wear and tear, because every landlord sees that line differently, which is exactly why your dated move-in photographs and your defect log matter.

> **The definition, in one line.** Any dent, mark, tear, breakage or loss of function that **cannot be removed by professional cleaning or repair** is damage, not normal wear and tear.

Here is the list of things that are **not** fair wear and tear. It is not exhaustive, so when you are in doubt, repair or replace before handover; it is almost always cheaper than the deduction.

⚠ Surfaces and floors

Burn marks and scratches on kitchen worktops. Crayon or pen marks on walls. Scratches on wooden flooring, from a pet or from dragging furniture. Burned, broken or stained floor tiles and marble.

⚠ Stains and soft furnishings

Stains or tears on curtains, drapes and blinds. Stains on furniture, walls and flooring, from coffee, red wine, sticky fingers or drawing.

⚠ Appliances left uncleaned

The cooker, cooker hood and filters, oven, fridge and freezer not cleaned properly on a regular basis, leaving grease or marks that make them unfit for future use.

⚠ Glass, doors and keys

Cracked or broken window panes. Door handles and locks that are damaged or no longer work. Lost keys. Torn or damaged mesh and door screens. Broken or damaged cabinet, wardrobe or room doors, and missing hardware on furniture and cabinets.

⚠ Bathrooms and sanitaryware

Stoppers on the bathtub and basins missing or not working. Hairline cracks on toilet bowls, seats, sinks and bathtubs from mishandling. Health faucets with cracks, leaks or rust. Missing or broken plumbing fixtures and sanitaryware.

⚠ Walls you have hung things on

Drilled holes used for pictures, shelves or artefacts need to be **patched up and repainted** before you hand back the property.

PRINT THIS AND TICK IT OFF

Your move-out checklist

Before you hand back the keys

- ☐ Hand over **all keys**, and replace any that have gone missing during the tenancy.
- ☐ Return every **appliance user manual**, kept safe through the term.
- ☐ Replace all **blown or fused light bulbs** and fittings.
- ☐ Hand over every **remote control in working order**, with **fresh batteries** where needed.
- ☐ **Repair or replace** anything broken, not functioning or lost since move-in.
- ☐ **Patch and repaint** any holes drilled for pictures, shelves or fittings.
- ☐ Have the **appliances serviced** and the chimney filter cleaned, and gather the **invoices** as proof.
- ☐ Put the **landlord's original fixtures back** if you changed any, in the condition they were in at move-in.

Money, meters and your record

- [ ] Take final **meter readings** for electricity, water and gas, and clear every bill to the lease end date.
- [ ] Settle **common-area maintenance and common electricity up to the lease end date**.
- [ ] Bring your **move-in defect log and dated photographs** to the final inspection.
- [ ] Take **dated photographs** of the property as handed back, alongside the inventory check.

WHO PAYS FOR WHAT

Additional charges

Beyond the rent, a number of running costs may be yours, depending on the lease terms. Read the contract, terms and fine print of every subscription and membership carefully, because there can be hidden costs and penalties for early termination. Check with your IKAN consultant to pin down everything that applies to your property.

CHARGE	WHO PAYS
Utility bills and services, internet, telephone, electricity, water, cooking gas, cable or satellite TV, rubbish collection, including deposits and ongoing monthly payments	Occupier
Household help on your payroll, maid, nanny, driver, gardener, cook, security guard, house manager	Occupier
Society charges for issuing ID cards to your household help	Occupier
Police registration of your household help	Occupier
Maintenance of a personal lawn or garden	Occupier

CHARGE	WHO PAYS
Upkeep and maintenance of a personal or private swimming pool	Occupier
Monthly maintenance charges levied by the housing association from time to time	Occupier
Club house deposit and monthly club house usage charges, unless the Lease says otherwise	Occupier
Move-in and move-out charges levied by the housing association	Occupier
Annual Maintenance Contract, AMC, on appliances	Occupier
Renters' insurance on your belongings and personal liability	Occupier
Stamp duty towards lease registration, where applicable	Per lease
Brokerage or finder's fee payable to the housing broker, where applicable	Per lease

These are the most common charges and there could be others tied to your specific property. It is important that you check with your IKAN consultant to identify every additional charge you may be responsible for during the tenancy period.

What the society maintenance charge usually covers. Each association makes its own rules. In general it covers the **common areas**: cleaning and upkeep, gardening and plumbing, electricity, and the water supply for both the common areas and the individual units. It also covers **security and the main gate**, the **lifts**, and **shared facilities** such as the swimming pool, gymnasium, children's play areas and the club house or community space. And it covers **rubbish disposal** and the **salaries of the staff** who manage the community. **Check with your community for the exact inclusions.**

READ ALONGSIDE

The Lease Process	How the lease is negotiated and signed
Lease Registration	Registration, stamp duty and the Kaveri or equivalent portal
Rent & TDS	The thresholds, rates, forms and deadlines behind Part one
Form C Explained	Your host's 24-hour duty to report your stay
FRRO Registration	Registering your stay as a foreign national
For Your Landlord	The pack to hand your landlord, in English and Hindi

YOUR SUPPORT

How IKAN helps

- We run the **move-in inspection** with you, checking every outlet, tap, appliance and fitting against the landlord's inventory list
- We make sure the **grace period is agreed at signing** and that **defects are recorded in writing** before it closes, so they stay the landlord's cost
- We confirm your landlord or society files your **Form C** and that your **lease is registered**, so your FRRO and bank account are not held up
- We flag the **TDS duty before your first rent payment** and connect you to a tax advisor for your figures
- We explain the **society rules and the additional charges** that apply to your specific property, and stay reachable through the tenancy
- We are with you at the **move-out inspection**, with the move-in record in hand, so the deposit conversation is short

Tenancy compliance · quick checklist

- [ ] **Agree the grace period in the Lease** before you sign
- [ ] Confirm **Form C is filed** and your **lease is registered**, your FRRO and bank account depend on it
- [ ] Take **tax advice on TDS before your first rent payment**
- [ ] Walk the property, **run every appliance**, and **photograph every defect** with the date
- [ ] Send the **written notice before the grace period closes**, and keep the sent copy
- [ ] Take out **renters' insurance** on your belongings and personal liability
- [ ] **Service the appliances** at regular intervals, keep every receipt, and pay every bill by its due date
- [ ] Tell the landlord **in writing, early**, about any serious damage or seepage
- [ ] At move-out, run the checklist so the **inventory checks out and the deposit comes back in full**

Get the four parts right, know what you have taken on, a careful move-in, a sensible routine, a clean move-out, and the deposit comes back without drama. We will be alongside you at every step.

Your IKAN Relocations team

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