

NORMAL WEAR AND TEAR

Information contained on this page is based on the experiences of our team as well as the many Landlord Tenant manuals published by the various State, County, and City Courts. Additionally, there are many public records that record decisions by the courts on Normal Wear and Tear cases across the country. Each individual's situation varies from home to home and one landlord may not interpret the laws the same. Some may be more lenient, others not.

Before you move into a rented Home or Apartment, be sure to do a walk through with the owner or property manager. Why? Because when you move out, the landlord may attempt to charge you for "damages" to the unit. What defines damages is often contested and the tenant, unless they have a move-in-checklist and pictures, may lose out in court.

A general rule of thumb - are you leaving the unit in the same condition as when you moved in? Again take pictures and have the landlord or property manager agree to the condition. Same when you leave.

A landlord can only withhold for damages only amounts that are deemed reasonable for the damage claimed. If a defect existed before you moved in, you should not be charged for that particular problem. The importance of pictures and a move-in checklist cannot be stressed enough.

The average cost to clean is \$10.00 per hour. For an average apartment - around \$135 for the full job. *If you do not have time, consider hiring a cleaning service.*

Normal Wear and Tear is vague term and means different things to different people. So protect yourself.

Damages are actual things in the apartment that you or your guests actually break - such as a window or a hole in the wall.

Normal Wear and Tear may include things such as faded paint - you yourself did not cause the paint to fade, thus you would not be responsible if and when the landlord decides to repaint.

When you move in and out

Take pictures - use a disposable or video camera. *Pictures are worth a thousand words* and therefore, dollars. Sign and date the pictures and save them in case your landlord does not return your security deposit.

One common method of calculating the deduction for replacement prorates the total cost of replacement so that the tenant pays only for the remaining useful life of the item that the tenant has damaged or destroyed. For example, suppose a tenant has damaged beyond repair an eight-year-old carpet that had a life expectancy of ten years, and that a replacement carpet of similar quality would cost \$1,000. The landlord could properly charge only \$200 for the two years' worth of life (use) that would have remained if the tenant had not damaged the carpet.

Sample Normal Wear and Tear Guide - Reference ONLY!

| NORMAL | DAMAGES |
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| Faded Paint. Paint may have a "useful life of 2-3 years, depending on who you ask. However, if you paint with a better paint, wiping down the walls works well. | Holes in wall from hanging pictures, removal of decals on the walls, larger gouges, etc. |
| Old, worn carpet when you moved in or furniture marks in carpet. The natural wearing down of carpet or drapes because of normal use or aging. | Tear in carpet, animal stains (even if landlord knew you had a pet). Burn marks (iron, cigar, cigarette), ground in stains |
| Worn hinges on doors or locks. Hole or ding in wall from missing door stop. Check each door. | Doors with holes. Doors or windows broken. Screens missing. Glass etc. |
| Broken plumbing pipes, unless you damaged them. Central drain problems, not caused by your incorrect disposal of items. Older homes with old sewer lines may get roots growing through them, clogging the system. | Clogged drains caused by your misuse of sinks or toilets. If you rent to women (college girls for example) be sure to remind them to dispose of feminine products in the trash, not the toilet. |
| Dirty Blinds - as in dusty. | Broken or missing blinds or curtains. If they were there when you moved in, they must be there when you leave. If you do not want them, discuss this with your landlord. If he says "I don't care" send him a letter to confirm...as we discussed. |
| General dust in the apartment. Be sure to clean behind and under the sofa. | Eliminating Flea infestations caused by tenants animals. The same for smoke damage from smoking or burning candles. |
| "Faded" curtains that were in the unit when you came. However, to remove curtains that you placed and did not remove, you may be charged. | Excessive bathroom mildew. Use a good cleaning product like 409 or Tilex weekly. |
| Bulb that went out in the refrigerator. | Broken shelves in a refrigerator. Excessive dirt/dust in the refrigerator vents. This is the area under the unit. Be sure to vacuum to improve the performance. Every time you vacuum, vacuum around the unit, |
| Pin holes in the walls - if not excessive | Excessive dirt or filth in an oven or refrigerator. Defrost the refrigerator if not frost-free. Stoves can take 2-3 hours to clean if you have cleaned it. Use Easy-off. That's why the named it that. |
| Furniture removed | Leaving furniture in unit is not acceptable. Unit should be free of all furniture, cleaned and vacuumed. |