



# Normal Wear and Tear

## Security Deposits Oregon Real Estate Agency (OREA)

### Rules:

The issue of a landlord's ability to deduct sums from a tenant's security deposit is frequently an issue and an area of controversy between landlords and tenants. Many landlords make claims against a tenant's security deposit that are not justifiable or that appear to be questionable. Senate Bill 91 clarifies what landlords may claim from security deposits and limits claims to amounts that are reasonably necessary. The landlord may claim from the security deposit only the amount reasonably necessary:

- To remedy the tenant's defaults in the performance of the rental agreement including, but not limited to, unpaid rent; and
- To repair damages to the premises caused by the tenant, not including ordinary wear and tear.

A landlord is not required to repair damage caused by the tenant in order for the landlord to claim against the deposit for the cost to make the repair. Any labor costs the landlord assesses for cleaning or repairs must be based on a reasonable hourly rate. The landlord may charge a reasonable hourly rate for the landlord's own performance of cleaning or repair work. Defaults and damages for which a landlord may also recover include, but are not limited to:

- Carpet cleaning, other than the use of a common vacuum cleaner, if:
  - The cleaning is performed by use of a machine specifically designed for cleaning or shampooing carpets;
  - The carpet was cleaned [immediately] or replaced after the previous tenancy or the most recent significant use of the carpet and before the tenant took possession; and the written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before the tenant delivers possession as described in ORS 90.147.



## Normal Wear & Tear:

Under Oregon law, a landlord cannot deduct costs from a tenant's security deposit for normal wear and tear. Wear and tear refers to the expected decline in condition that occurs naturally over time from standard occupancy and use. It does not include damage caused by negligence, carelessness, accidents, or abuse. Property owners usually consider normal wear and tear anything that happens from regular daily living in the rental property. This includes matted carpet, small nail holes, fading or yellowing of paint, worn electrical switches, loose door hinges, lightly worn hardwood floors, loose wallpaper, dirty window screens, worn linoleum floor and faded window treatments. Even the most conscientious tenants can have this type of normal wear and tear in a rental home. If there is water damage such as mold and mildew from plumbing issues that the tenant told the property owner about but that wasn't fixed, the landlord should repair the damage without charging the tenant upon their departure.

## Damage Beyond Normal Wear and Tear:

Property owners have various issues that they can consider damage beyond wear and tear. If they believe the renter caused the damage they can hold some or all of the security deposit to pay for the repairs. **Examples of damage property owners may keep the security deposit for include:**

- Walls - Marks, stripped paint, torn wallpaper, excessive number of holes in wall
- Carpets - Tears, burns, blotches, food stains, pet stains and odors
- Wood and hard surface floors - Deep scratches, gouges
- Furnishings - missing or broken lighting fixtures, damaged furniture
- Windows and doors - Broken or cracked glass, broken hinges, broken or missing door knobs
- Dirt - Excessive amounts of dust, grime and dirt that requires professional cleaning to remove from surfaces
- Flea infestation from pets
- Appliances - damaged stove burners, broken refrigerator compartments, appliances that no longer work



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- Bathrooms - broken fixtures, broken mirrors, missing tiles, clogged drains, drainage issues from misuse