

Wear and Tear vs. Damage

Security deposits can be used to repair damage for which the tenant is responsible. But the landlord cannot apply the security deposit to normal wear and tear. The question is: What's the difference?

Normal wear and tear includes deterioration of the premises that occurs during normal conditions. For example, paint may fade, electrical switches may wear out and break, pull strings on blinds may fray or break, carpet and tile may wear down. These things happen even if the tenant cleans regularly and cares for the premises reasonably. Damage occurs from unreasonable use or accidents. Damage can include extreme build up of dirt, mold, etc., stains on carpets, and broken windows. Even intentional alterations to the premises are considered damage. For example, the tenant cannot leave large holes in the walls from shelving or hanging pictures and cannot repaint the walls to significantly change the color. If a tenant wants to make changes to the premises that will remain after the tenant moves out, the tenant should do so only with the landlord's written permission.

The parties can, and in some states must, take steps to avoid disputes over damage. At the beginning of the lease term, the tenant should inspect the premises thoroughly and note all problems in writing on an inspection check list. Both the tenant and the landlord should sign and date the list. At the end of the lease: the tenant should again inspect the premises with the landlord present, discuss any damage with the landlord, and check any problems found against the move-in check list.

The following incomplete list is intended as a guide to reasonable interpretation of the differences between expected wear and tear from normal residential use and irresponsible or intentional actions that cause damage to a landlord's property.

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Wear & Tear	Damages
Worn out keys	Lost keys
Loose or stubborn door lock	Broken or missing locks
Loose hinges or handles on doors	Damage to a door from forced
Worn and dirty carpeting	Torn stained, or burned carpeting
Carpet seam unglued	Rust or oil stains on carpet
Scuffed up wood floors	Scratched or gouged wood floors
Linoleum worn thin	Linoleum with tears or holes
Worn countertop	Burns and cuts in countertop
Stain on ceiling from bad plumbing	Stain on ceiling from overflowed
Plaster cracks from settling	Holes in walls from carelessness
Faded, chipped, or cracked paint	Unapproved (bad) tenant paint job
Loose wallpaper	Ripped or marked-up wallpaper
Balky drapery rod	Broken drapery rod
Faded curtains and drapes	Torn or missing curtains /drapes
Heat-blistered blinds	Blinds with bent slats
Dirty window or door screens	Torn or missing screens
Sticky window	Broken window
Loose or inoperable faucet handle	Broken or missing faucet handle
Toilet runs or wobbles	Broken toilet seat or tank top
Urine odor around toilet	Urine or pet odor throughout unit
Closet bi-fold door off track	Damaged or missing bi-fold door

Date _____

Owner

Agent

Owner