

## GUIDE TO DAMAGES AND NORMAL WEAR AND TEAR

Normal wear and tear can be confusing for many. Normal wear and tear is essentially the deterioration of an item that occurs under normal conditions.

Damage occurs from accidents or unreasonable use. Even intentional alterations to the premises can be considered damage.

Rented premises should be returned to a Landlord in the same condition it was given to the Tenant minus normal wear and tear.

NOTE: Damages caused by things beyond tenant's control (such as building fires, break-ins or natural disasters) may or may not be tenant's responsibility. This list is not intended to determine fault, but just to distinguish between normal wear and tear and more extensive damage.

Examples:

Normal Wear and Tear	Damages
Worn or loose hinges on doors or locks.	Doors with holes. Windows or doors broken. Damage to door or doorframe from forced entry.
A few small tack or nail holes, minor marks on or nicks in wall.	Large or substantial holes or dents in wall.
Scuffed up wood floors.	Badly scratched or gouged wood floors.
Loose or inoperable faucet or door handles.	Broken or missing faucet or door handles.
Toilet runs or wobbles.	Broken toilet seat or tank top.
Faded, cracked or chipped paint.	Crayon marks, writing on walls, unapproved paint color or excessive dirt requiring more than one coat to cover.
Loose wallpaper.	Ripped, torn or marked up wallpaper.
Carpeting/curtains showing average wear or fading by sun.	Torn, stained or burned carpeting/curtains.
A rug worn thin by ordinary use.	Stains and odors in rug caused by pets, spills or leaks.
Vinyl flooring worn thin.	Vinyl flooring with tears, holes or burn marks.
Stains on old porcelain fixtures that have lost their protective coating.	Grime-coated bathtub and toilet.
Bathroom mirror beginning to "desilver".	Mirrors broken, missing or caked with grime.
Worn gaskets on refrigerator.	Broken refrigerator shelves, trays, bins or bars.
Worn countertop.	Burns or cuts in countertop.
Cabinet doors that will not close.	Greasy, sticky or broken cabinets and interiors.
Closet door off track.	Damaged or missing closet door.
Dusty blinds.	Missing, broken or bent slats on blinds.
	Broken windows or torn or missing screens.
Food odors or smoke, that dissipate over a few hours.	Smoke damage to paint from smoking or burning candles.
	Lost keys.

After determining if an item requires replacement due to Tenant's abuse or neglect (not normal wear and tear), to calculate Tenant's responsibility, a Landlord must know: (a) actual cost to replace the item, (b) how long an item would be expected to be useful before it wears out (its "useful life"), (c) current age of the item, and (d) its remaining useful life. Landlord may only charge Tenant for the remaining useful life of the item.

**Example:**

Cost of new dishwasher: \$400

Useful life of dishwasher: 10 years

Age of dishwasher at the end of tenancy: 4 years

Remaining useful life: 6 years (10 yrs less 4 yrs)

Tenant Responsibility:  $\$400 \times .60 = \$240$