

MRLANDLORD.COM TIPS ON MANAGEMENT

What Is Not Normal Wear And Tear

by Jeffrey Taylor

Even the most conscientious resident will cause some minor damage over the course of a rental agreement. This minimal damage is typically referred to as “normal wear and tear.” This can include small scratches on the walls or paint, worn carpeting, worn hinges, dusty blinds or other insignificant damage.

While you may not appreciate having to repaint your property after each resident moves out, wear and tear usually makes this necessary. Depending on the length of time a resident has stayed in your property, a few minor scuffs on the wall or the odd nail hole may not constitute damage, and you may not be able to charge your residents for this paint job if that is the extent of the damage.

Actual damage to a property goes beyond normal wear and tear. For example, here is a short list of what could be considered damages, and **NOT** normal wear and tear:

- large holes in drywall
- carpet that is stained, ripped, or ruined
- broken cabinets
- burn marks
- broken fixtures
- cracked toilet
- broken window
- doors with holes
- holes in tile or vinyl
- smoke damage
- broken plumbing pipes
- broken or missing blinds
- excessive bathroom mildew
- candle soot on the walls or ceiling
- clogged drains caused by misuse
- excessive filth or garbage that must be removed
- malfunctioning appliance caused by the resident’s action or neglect
- Pet stains or bothersome flea infestation

But what about a crack in the wall mounted sink basin? A worn out area of carpet? Depending on different factors, the conditions described might be considered damage. Two factors that help determine whether something is normal wear and tear or actual damage include; a) whether the damage is “new”, since the tenancy began, b) was caused by a resident’s action or negligence.

Your policies regarding damages should be clear and communicated to your residents. It is suggested that you draft a damage policy and offer a list of minimal deductions from the resident’s deposit for certain damages discovered that had not been repaired and give it to residents along with the rental agreement during the new resident orientation. By making these consequences clear with your resident ahead of time, you can help avoid later confusion that might arise and actually reduce damages that occur

during the tenancy. Two major items that are often questioned by residents are carpet replacement and repainting deductions.

Carpet Deductions from Deposit

How do you determine how much deposit to withhold from the resident for carpet replacement after move-out? Many landlords and management companies use a prorating scale of a five years life. If the resident has new carpet installed at move-in, and leaves three years later, and the carpet is worn or damaged enough to replace, the resident would share responsibility for a fraction of the cost of the replacement carpet. In this case it, would be two fifths or 40% of the cost. If on the other hand, the same resident had received new carpet and moved after 6 years, that resident wouldn't be responsible for any replacement, using the same five year scale.

Paint Deductions from Deposit

Likewise, how do you determine how much deposit to withhold from a resident for repainting a rental after move-out. Similar to the proration approach discussed in the prior article regarding carpets, determining the amount the landlord can deduct from the resident's security deposit for repainting (if repainting is necessary), is based on the length of the resident's stay in the rental.

The following rule of thumb assumes that the interior paint has a three year life span. Here's how much deposit to deduct if residents stay—

- Up to one full year = full cost of repainting.
- 1 to 2 years = two thirds of the cost of repainting.
- 3 or more years = no deduction.

Using this approach, if the resident lives in the rental for three years or more, the resident would not be charged for repainting costs, no matter how dirty the walls were.

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