

# ALLOWABLE RESIDENT WEAR & TEAR

## Clarification During Occupancy

There are deteriorations known as “Normal Wear and Tear” that occur in the rental property that are not due to resident neglect. There are also damages and repairs that are either intentional or due to resident abuse or neglect.

Priority Property Management defines the difference between Normal Wear & Tear and Resident Abuse/Neglect Damages as follows:

## NORMAL WEAR & TEAR

The typical definition of normal wear and tear is "deterioration which occurs based upon the use of which the rental unit is intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the resident or members of their household, or their invitees or guests."

In other words, normal wear and tear is the natural and gradual deterioration of the apartment over time, which results from a residents' normal use of the living space. For example, the flooring or the paint on the walls wear out through the normal course of living. Carpets become threadbare, and paint peels and cracks.

Other examples of normal wear & tear include:

1. Peeling or cracked paint
2. Worn enamel in an old tub
3. Cracked window pane due to foundation settling
4. Worn carpet from people walking on it
5. Small nail holes from pictures on the wall
6. Shower rod rusted from age
7. Door sticks from humidity



# RESIDENT ABUSE/NEGLECT DAMAGES

If the resident stressed the aging process of the unit or did not use the rented unit in a normal way, the resident can be charged for the damages. A carpet worn from walking can be expected; a resident cutting a hole in the carpet or spilling paint on the flooring may be cause to hold the resident responsible for the damage.

Damages caused by resident negligence or the failure to notify management of initial damage is not normal wear and tear and the resident may be held responsible for the cost of repairs.

Sometimes damage occurs by mistake, such as a resident dropping a heavy planter resulting in a crack in the tile floor. Even though the resident didn't intend to cause damage, the cost of the repair can be held from the security deposit since this is beyond the expectations of normal wear and tear.

Other examples of abuse/neglect damages:

- Drawings/murals on walls
- Chipped/broken enamel in tub
- Broken window caused by slamming
- Holes in carpet from cigarettes or rust and mildew from plants
- Large chunk of drywall or large holes in wall
- Shower rod missing
- Doors off tracks from track being damaged/bent

