

Defining Wear and Tear

by Robert L. Cain

A hole in a plaster wall, a broken window, crayon marks on the ceiling, cabinet doors torn off their hinges—those are obviously above and beyond normal wear and tear. How about a worn place in the carpet, or tiles on the kitchen floor that are cracked or missing? That is where the tenant can claim that he does not owe a dime of the security deposit because that was just “normal wear and tear” and you cannot charge him for that. Less than stellar tenants are experts in “normal wear and tear” because they have caused so much of it. So what really is considered “normal wear and tear?”

A rule of thumb to follow, whenever there is a question about who should pay for damage, the landlord should pay. In this tip, however, I will remove some of the question and possibly enable you to get a better idea of when you should deduct money from the security or cleaning deposits.

The first step in determining wear and tear is good record keeping. You need records, as complete as possible, of when you purchased items and/or when you installed them. If you do not have a starting point, you certainly will not have an accurate way of knowing how long they should be expected to last.

If the fixtures or appliances were in place when you bought the property, try to find out their history from the seller. Many times the previous owner will have all the warranty and product information, including manuals.

The other vitally important thing to have is the tenant move-in checklist, signed by the tenant. Without it, the tenant can claim that the damage was there when he or she moved in.

In addition to that, some damage is the fault of the landlord for not checking the property regularly. As you well know, you cannot expect a tenant to take care of a property the way the owner does. Tenants

just do not notice things that can do major damage to a building.

For example, few tenants would think anything about earth-to-wood contact. They will shove dirt up against the side of a house and not even notice when the wood on the side of the house starts to rot. That is considered the fault of the landlord. You cannot collect damages from a tenant for dry rot due to earth-to-wood contact; you should have seen it. Once you have noticed that a tenant is piling dirt against a building, though, it is up to you to tell him not to do it anymore. Once you do, and you have left a paper trail proving that you have, then the tenant would have some responsibility. Even so, it is up to the landlord to take care of his investments.

When a tenant moves in, make it clear to him or her that you want to be notified of damage as soon as it occurs. What follows is a list of common things you will find around the house that a tenant may use regularly and a range of life expectancy. For vinyl and wall-to-wall carpets you should have a pretty good idea of the life expectancy when you buy it, but for other items you may not.

Dishwashers

Tenants will often use the dial to run the dishwasher through its cycle. This will strip the timing mechanism. Dishwashers should be allowed to run through their cycles fully, not set to rinse or dry again. A dishwasher should last between five and twelve years, so if the control knob breaks before that, it is above and beyond normal wear and tear.

Water Heaters

Do not wrap them in an insulating blanket, no matter what the environmentalists claim. Doing so voids their warranties and the Underwriter's Laboratory certification. The insulating blanket makes them too hot and can overheat the wiring. If a tenant wraps a water heater, thinking they are saving energy, and the water heater goes out, that is beyond ordinary wear and tear. Tenants will

sometimes drain an electric water heater without turning the electricity off. That will burn out the elements.

Water heaters last from eight to twelve years. Burnt out wiring or elements are beyond ordinary wear and tear.

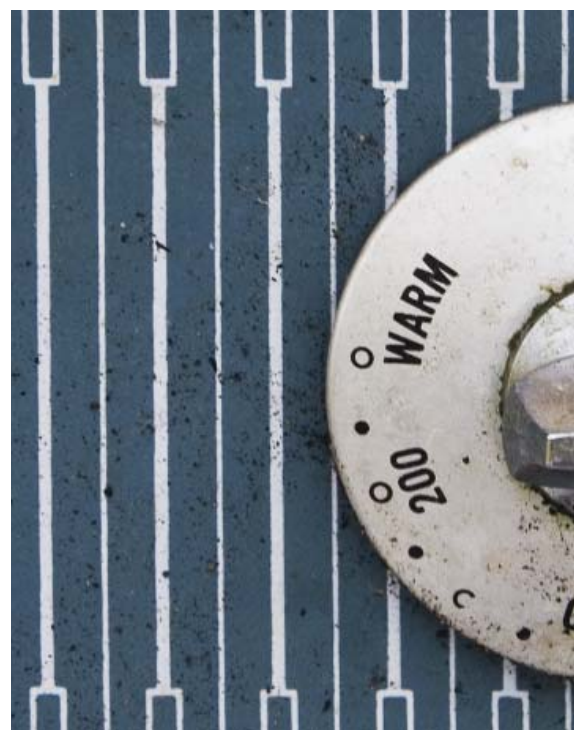
Ranges

Gas ranges will last indefinitely. About the only thing a tenant can do to damage one is break a knob, and it happens. But accidents happen, and it is probably ordinary wear and tear.

Electric ranges, on the other hand, do not last as long, about 15-20 years. Tenants will remove elements to clean and not put them back in properly, shorting out either the element or the entire wiring on the stove.

Furnaces

It is important to change the furnace filter once a month. Leave a dirty filter in and



risk ruining the fan motor. If necessary, get the tenant a supply of filters with the instruction to change it the first of every month, whether he thinks it needs it or not.

Storm Doors

Tenants remove the wind spring and the door flies open, breaking the glass, springing the hinges, or whatever. With no mistreatment, storm doors will last until they are too ugly to leave up. If a tenant breaks one, it is above and beyond ordinary wear and tear.

Driveways

Concrete is damaged by something known as "point loading." That happens when a heavy vehicle is parked on the same spot for a long period of time or over and over. Eventually that weakens the concrete in that spot and it cracks. The cracks radiate out from the spot of the point load. If your tenant has a heavy vehicle, ask that he park it in different places on the driveway. Point load damage could be considered above and beyond ordinary wear and tear.

Cabinets

Most tenants will not pick up a screwdriver and tighten a screw that is coming loose. Many don't know what a screwdriver is. Then, when the door comes loose from one hinge, they will let it hang from the other

one. Cabinets should last for 20 to 30 years. If they are damaged from tenant neglect such as that, it is above and beyond ordinary wear and tear. It doesn't cost a tenant anything to tighten a screw. At the same time, though, a periodic inspection would probably have discovered a loose cabinet door.

Floors

You know what the life expectancy is when you buy the flooring, and it varies by quality. If you buy cheap vinyl, and a tenant's high heel pokes a hole in it, you got what you paid for. But if a tenant drags something sharp across the floor and scratches or cuts the flooring, that is above and beyond ordinary wear and tear.

Doors (hinged)

Tenants have been compared to teenagers: if something doesn't work the first time, force it. Things get caught in doors, such as broom handles on the hinge side of the door, and then the door gets sprung. Screw holes are stripped and hinges get bent. Doors last indefinitely, if used properly. Damage to them is above and beyond ordinary wear and tear.

Doors (sliding)

These come off their tracks, and despite the fact that it is easy and costs nothing, tenants don't put them back on their tracks. Then

they come loose and get banged around, damaging the tracks so they have to be replaced. Take the cost of damage out of the security deposit.

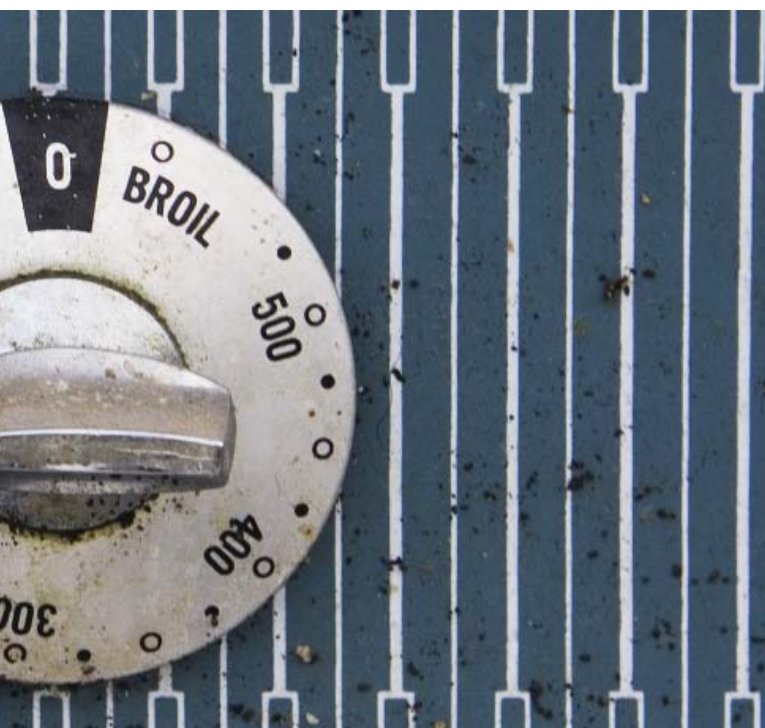
You can't be there all the time to watch to see that a tenant doesn't do anything stupid or destructive. Previous landlords can often give you some insight on how well a tenant took care of a property. Some tenants are simply unconscious: they don't mean to do any harm, they just have no way to connect what they have done with the damage. One of the mysteries of life.

Deciding whether damage is beyond ordinary wear and tear often boils down to a landlord basic, deciding if something was used in a way it wasn't designed for. If it wasn't, it is damage which should be paid by the tenant.

Thanks to Don Crawford of Crawford Home Inspection Service for much of the information contained in this tip.



Robert L. Cain is a nationally-recognized speaker and writer on property management and real estate issues. For a free sample copy of the Rental Property Reporter or Northwest Landlord call 800-654-5456 or visit the website at www.rentalprop.com.



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