

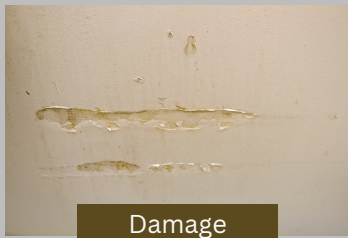
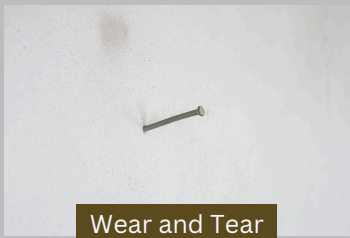
UNDERSTANDING WEAR AND TEAR VERSUS DAMAGE



This guide aims to help property owners and tenants distinguish between normal wear and tear and damage, promoting clarity and fairness in managing security deposits at the end of a tenancy.

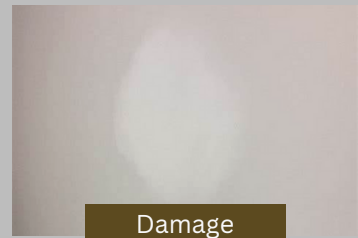
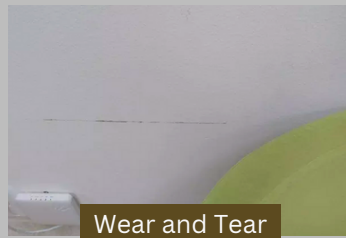
What is Wear and Tear vs. Damage?

Wall



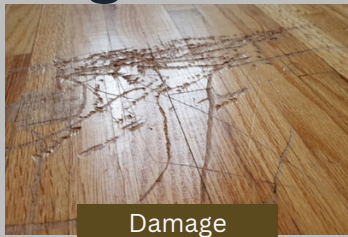
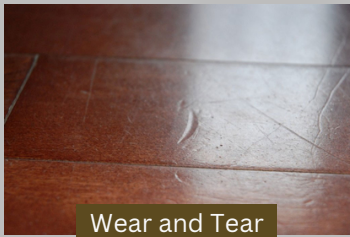
Allow small nail hole versus significant hole and/or drywall and paint damage.

Paint



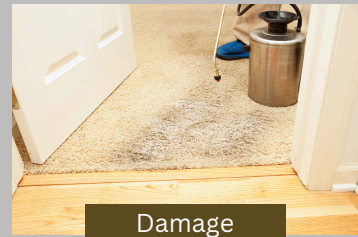
Normal scuffs from furniture or activity versus self-patching and painting attempts.

Flooring



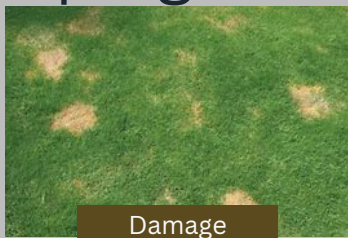
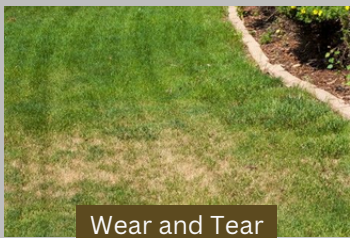
Small dings and dents versus excessive scratches and dents.

Carpet



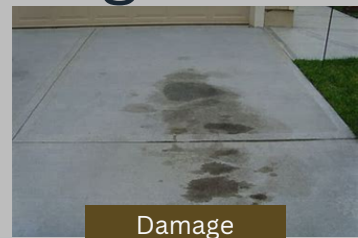
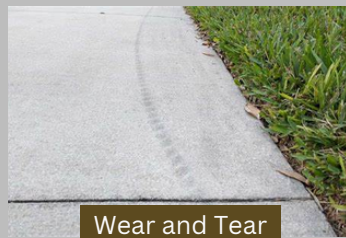
Worn carpet from normal traffic versus stains, tears, or burns.

Landscaping



Patch of dry grass in a high sun area versus pet burns.

Cleaning



Tire marks on the driveway versus large oil stains.

Security deposits may be used to repair or replace damage caused by tenants but cannot be used for normal wear and tear. The key distinction lies in intent and responsibility. Washington State law (RCW 59.18.030) provides somewhat clear definitions, while RCW 59.18.280 outlines the requirements for landlords to document and return security deposits. This law mandates that landlords provide an itemized list of deductions within 30 days of a tenant's move-out.

As defined by Washington law (RCW 59.18.030):

- **Normal Wear and Tear:** The natural deterioration of a rental unit due to regular use, including aging, minor scuffs, and routine maintenance needs.
- **Damage:** Deterioration beyond normal use, resulting from negligence, carelessness, accidents, or abuse of the property, fixtures, equipment, appliances, or furnishings.

Key Considerations

Length of Tenancy: The longer a tenant occupies a property, the more wear and tear is expected. For example, if a carpet is approaching the end of its lifespan, a tenant cannot be charged for its replacement, regardless of its condition.

Life Expectancy of Items: Every item in a rental property has a predetermined lifespan, and any deductions from a security deposit must account for the item's remaining usable life. In determining this, we consider manufacturer and industry standards, as well as Washington courts' reliance on the U.S. Department of Housing and Urban Development (HUD) guidelines as a minimum benchmark.

Determining Charges for Damages

When to Repair or Replace:

- **Repairs:** If the damage is minor or localized, the item remains functional, and restoration is possible at a reasonable cost, a repair is appropriate. Repairs should also align with the item's remaining lifespan and overall value.
- **Replacements:** If the damage is extensive, rendering the item unusable or visually unacceptable, and the repair cost is close to or exceeds the cost of replacement, a full replacement may be necessary. However, tenants will only be responsible for the full replacement cost if the item was brand new at move-in and was damaged beyond repair during the lease. Tenants are not liable for pre-existing damage or replacements due to normal wear and tear when an item has reached the end of its expected lifespan.

Tenant Charges:

- **Repairs:** If damage exceeds normal wear and tear, tenants are responsible for 100% of the repair costs.

• Replacements: Costs are determined based on the item's remaining lifespan using the following formula:

[Life expectancy of item] – [Age of item at move-in] – [Length of Tenancy] = Remaining Life Expectancy

[Total item replacement cost] X [% of Remaining Life Expectancy] = Tenant Responsibility

Example: 10 year life expectancy – 5 years old at move-in – 3 year tenancy = 2 years or 20% of remaining life expectancy

\$2000 replacement cost X 20% = \$400 charge to Tenant

The Role of the Security Deposit

The security deposit serves as a financial safeguard for both property owners and tenants.

- For property owners, it helps cover potential damages, unpaid rent, or other expenses incurred during a tenant's stay, ensuring the property can be restored to its original condition while reducing financial risk.
- For tenants, it provides assurance that their obligations regarding property care and maintenance are clearly defined, with deductions applied only for valid costs such as damage or unpaid fees.

This shared understanding promotes a fair and transparent rental experience for both parties.

For Tenants

Tips to Maximize Your Security Deposit Refund:

1. Document Move-In Condition: Take photos and notes upon move-in to record the property's condition.
 2. Report Issues Promptly: Notify the property manager of leaks or necessary repairs early to prevent further damage.
 3. Maintain the Property: Keep the rental clean and in good condition throughout your tenancy.
 4. Review Guidelines: Familiarize yourself with the examples provided to avoid unnecessary deductions.
 5. Avoid DIY Repairs or Deep Cleaning: Attempting to fix walls, carpets, or other areas without proper expertise can lead to further damage and additional charges.
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For Property Owners

Fair and Effective Security Deposit Management:

1. Follow Legal Requirements: Adhere to state and local regulations, such as RCW 59.18.030, to ensure compliance.
 2. Establish Clear Expectations: Provide tenants with this guide and any property-specific guidelines at move-in.
 3. Conduct Thorough Inspections: Perform and document detailed move-in and move-out inspections.
 4. Consider Time Factors: Account for the length of tenancy and the expected lifespan of items when assessing deductions.
 5. Document Damage and Costs: Support all billable damages with vendor invoices, photos of the damage, and records of the item's condition at move-in.
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Examples of Wear and Tear Versus Damage

	Wear and Tear	Damage
Walls	Small nail holes; faded paint; drywall cracks from settling	Large holes from wall anchors, screws, shelving, TV mounts, or abuse
Paint	Faded, chipped or cracked paint	Unapproved or bad paints jobs, paint spotting from improper cleaning
Doors	Loose hinges or handles; stubborn locks; closet bi-fold doors off track	Damage from forced entry; broken or missing locks; missing doors
Windows	Failed insulated glass; sticky windows	Broken or missing windows
Carpet	Worn carpet traffic patterns, natural carpet rippling, carpet seams becoming unglued	Torn, burned, stained, ripped, or pet-damaged carpet
Flooring	Faded finish or lightly scuffed wood floors; linoleum worn thin	Scratched, gouged, warped, or water-damaged wood floors; linoleum with tears or holes
Countertops	Worn or faded countertops from daily use	Burned, cut, stained, scratched, or water-damaged countertops. Laminated edges peeling off
Lighting	Non-functioning older light fixtures	Missing, burnt out, or incorrect lightbulbs; broken fixtures

Bathroom Fixtures	Faded or cracked caulking around the bathtub and tiles; running toilet; slow drains	Missing caulking, broken toilet seat/tank top or cracked toilet bowl; stained toilet seat beyond cleaning; drains clogged by toys, hair or other non-flushable objects
Blinds/Drapes/Curtains	Worn or heat-blistered mini-blinds; discoloration or loose screws on drapes or curtains	Broken, bent, or missing slats, wands, or hardware
Keys and Locks	Worn-out keys; loose or stubborn locks	Lost, broken, or unreturned keys and remotes; broken or missing locks
Lawns	Dry lawn due to weather or normal conditions	Pet urine spots, dead patches, or weeds
Smoke Detectors	Non-functioning due to wear; older than 10 years of age must be replaced; new batteries required between tenancies	Missing or detached detectors; missing batteries
Odors	Musty odor in an aged home	Odors from pets, cooking, smoking, etc.
Miscellaneous	Hard water deposits	Mold or stains from preventable or unreported leaks